

Budget matters

**AGENDA TRANSMITTAL FORM**

To: Board of Supervisors

Date: October 16, 2013

From: James C. Wegner  
(Department Head, please type)

Phone Ext. 500

Department Head Signature 

<input type="checkbox"/>	Regular Agenda
<input checked="" type="checkbox"/>	Consent Agenda
<input type="checkbox"/>	Blue Slip
<input type="checkbox"/>	Closed Session
Meeting Date Requested:	
<u>10/22/13</u>	

Agenda Title: FY-13 Homeland Security Grant

Summary: (Provide detailed summary of the purpose of this item; attach additional page if necessary)  
The FY-13 Homeland Security Grant is a continuation of the Homeland Security Grant Program administered through the Department of Homeland Security (DHS) and sub-granted through CalOES. On October 9, 2013, Amador County was awarded \$84,114 for the State Homeland Security Grant Program (See attached CalOES award approval letter). This grant is 100% Federally funded and will be paid back on a reimbursement basis. I request an increase to the department budget and revenues to cover this grant. Attached is a Project Ledger worksheet as approved by the Grant Approval Authority Board & CalOES.

Recommendation/Requested Action: Approve Budget Increase

Fiscal Impacts (attach budget transfer form if appropriate) \_\_\_\_\_ Staffing Impacts N/A

Increase in Revenue/Budget \_\_\_\_\_

Is a 4/5ths vote required? Yes  No

Contract Attached:	Yes <input type="checkbox"/>	No <input type="checkbox"/>	N/A <input checked="" type="checkbox"/>
Resolution Attached:	Yes <input type="checkbox"/>	No <input type="checkbox"/>	N/A <input checked="" type="checkbox"/>
Ordinance Attached:	Yes <input type="checkbox"/>	No <input type="checkbox"/>	N/A <input checked="" type="checkbox"/>

Committee Review? N/A

Name \_\_\_\_\_

Committee Recommendation: \_\_\_\_\_

Comments: \_\_\_\_\_

Request Reviewed by:

Chairman \_\_\_\_\_ Counsel GG

Auditor \_\_\_\_\_ GSA Director \_\_\_\_\_

CAO \_\_\_\_\_ Risk Management \_\_\_\_\_

Distribution Instructions: (Inter-Departmental Only, the requesting Department is responsible for distribution outside County Departments)  
Undersheriff, OES, Auditor-Controller

**FOR CLERK USE ONLY**

Meeting Date 10/22/13 Time \_\_\_\_\_ Item # 1a

Board Action: Approved Yes \_\_\_ No \_\_\_ Unanimous Vote: Yes \_\_\_ No \_\_\_

Ayes: \_\_\_\_\_ Resolution \_\_\_\_\_ Ordinance \_\_\_\_\_ Other: \_\_\_\_\_

Noes \_\_\_\_\_ Resolution \_\_\_\_\_ Ordinance \_\_\_\_\_

Absent: \_\_\_\_\_ Comments: \_\_\_\_\_

Distributed on _____	A new ATF is required from _____	I hereby certify this is a true and correct copy of action(s) taken and entered into the official records of the Amador County Board of Supervisors.
	Department _____	
Completed by _____	For meeting of _____	ATTEST: _____ Clerk or Deputy Board Clerk

DATE: 10/16/2013

REQUESTED BY: John Silva DEPARTMENT: Sheriff/OES

APPROVED BY ADMINISTRATIVE OFFICER: \_\_\_\_\_ DATE: \_\_\_\_\_

APPROVED BY ADMINISTRATIVE COMMITTEE: \_\_\_\_\_ DATE: \_\_\_\_\_

APPROVED BY BOARD OF SUPERVISORS: \_\_\_\_\_ DATE: \_\_\_\_\_

APPROVED BY AUDITOR/CONTROLLER: \_\_\_\_\_ DATE: \_\_\_\_\_

JOURNAL ENTRY NO. \_\_\_\_\_

BUDGET APPROPRIATIONS				REVENUE APPROPRIATIONS			
DEPARTMENT	ACCOUNT	INCREASE	DECREASE	FUND #	REVENUE #	INCREASE\$	DECREASE\$
2750	54153	84,114		2750	45230	\$84,114.00	

**REASON FOR THE REQUEST:**

For the FY-13 Homeland Security Grant Program. This grant is 100% Federally funded and will be paid back on a reimbursement basis.

- PLEASE NOTE:**
- TRANSFERS BETWEEN OBJECTS - SALARIES & BENEFITS TO SERVICES & SUPPLIES BOARD OF SUPERVISORS APPROVAL
  - TRANSFER WITHIN OBJECTS - OFFICE EXPENSE TO TRAVEL - COUNTY ADMINISTRATOR APPROVAL
  - FIXED ASSETS - BOARD OF SUPERVISORS APPROVAL
  - TOTAL DOLLARS BUDGET INCREASE - BOARD OF SUPERVISORS APPROVAL



October 9, 2013

James C. Wegner  
Undersheriff  
Amador County  
700 Court Street  
Jackson, CA 95642-2130

**SUBJECT: NOTIFICATION OF SUBGRANTEE APPLICATION APPROVAL**  
FY 2013 Homeland Security Grant Program (HSGP)  
Grant #2013-00110, Cal OES ID# 005-00000

Dear Mr. Wegner:

The California Governor's Office of Emergency Services (Cal OES) has approved your FY 13 Homeland Security Grant Program (HSGP) application. As of the date of this letter, you may request reimbursement of eligible grant expenditures using the Cal OES financial management forms workbook available at [www.caloes.ca.gov](http://www.caloes.ca.gov). Thank you for submitting the completed application.

Your funding is subject to all policies and provisions of the Federal Single Audit Act of 1984 and the Single Audit Act Amendments of 1996. Any funds received in excess of current needs, approved amounts, or those found owed as a result of a final review or audit, must be refunded to the State within 30 days upon receipt of an invoice from Cal OES.

For additional information, please contact your Cal OES program representative, or the Homeland Security Grants Unit (HSGU) at (916) 845-8186.

Sincerely,

Ursula Harelson, Supervisor  
Homeland Security Grants Unit

CALIFORNIA GOVERNOR'S OFFICE OF EMERGENCY SERVICES (Cal OES)

PROJECT LEDGER

CFDA #

97-067

LEDGER TYPE:

Initial Application

Today's Date:

August 15, 2013

County of Amador

005-00000

Alterations to this document may result in delayed application approval, modification requests, or reimbursement requests. Subgrantees may be asked to revise and/or re-submit any altered Financial Management Forms Workbook.

Warning! Decimal usage is not allowed. Attempts to use decimals will prompt error message.

Item Number	Project	Project Name	Funding Source	Discipline	Solution Area	Solution Area Sub-Category	Total Obligated	Amount Approved Previous	Amount This Request	Match Amount	Total Approved	Remaining Balance	Percentage Complete
1	A	Automated EMD Dispatch System	HSGP-SHSP	PSC	HSGP-Equipment	Medical	84,114	-	-	-	-	84,114	
2	B	Metal Detector	HSGP-SHSP	LE	HSGP-Equipment	Detection	1,100					1,100	
3	C	Freezer	HSGP-SHSP	LE	HSGP-Equipment	Other Authorized Equipment	1,000					1,000	
4	D	Gas Masks	HSGP-SHSP	LE	HSGP-Equipment	Personal Protective Equipment	3,900					3,900	
5	E	Equipment Packs	HSGP-SHSP	FS	HSGP-Equipment	Other Authorized Equipment	20,794					20,794	
6	F	Portable Radios	HSGP-SHSP	PW	HSGP-Equipment	Interoperable Communications Equipment	4,000					4,000	
7	G	Data Recovery Device	HSGP-SHSP	LE	HSGP-Equipment	Inspection and Screening Equipment	9,000					9,000	
8	H	Automatic Vehicle Locating (AVL) System	HSGP-SHSP	LE	HSGP-Equipment	Intervention Equipment	2,500					2,500	
9	I	Surveillance Camera	HSGP-SHSP	LE	HSGP-Equipment	Intervention Equipment	700					700	
10	J	Bio Seal Portable System	HSGP-SHSP	LE	HSGP-Equipment	Other Authorized Equipment	3,000					3,000	
11													
12													
13													
14													
15													
16													
17													

*Resol*

# AGENDA TRANSMITTAL FORM

To: **Board of Supervisors**

Date: October 16, 2013

From: Richard M. Forster, Chairman  
(Department Head - please type)

Phone Ext. x470

<input type="checkbox"/>	Regular Agenda
<input checked="" type="checkbox"/>	Consent Agenda
<input type="checkbox"/>	Blue Slip
<input type="checkbox"/>	Closed Session
Meeting Date Requested:	
<u>October 22, 2013</u>	

Department Head Signature \_\_\_\_\_

Agenda Title: Board of Supervisors

Summary: (Provide detailed summary of the purpose of this item; attach additional page if necessary)  
 Approval of a resolution honoring Mr. Rich Hoffman, C.E.O. Jackson Rancheria Band of Miwuk Indians as the 2013 Business Person of the Year.

Recommendation/Requested Action:

Fiscal Impacts (attach budget transfer form if appropriate)	Staffing Impacts
_____	_____

Is a 4/5ths vote required? Yes  No

Contract Attached: Yes  No  N/A

Committee Review? N/A

Name \_\_\_\_\_

Committee Recommendation: \_\_\_\_\_

Resolution Attached: Yes  No  N/A

Ordinance Attached: Yes  No  N/A

Comments: \_\_\_\_\_

Request Reviewed by:

Chairman \_\_\_\_\_ Counsel GG

Auditor \_\_\_\_\_ GSA Director HOP

CAO \_\_\_\_\_ Risk Management \_\_\_\_\_

Distribution Instructions: (Inter-Departmental Only, the requesting Department is responsible for distribution outside County Departments)

### FOR CLERK USE ONLY

Meeting Date 10/22/13 Time \_\_\_\_\_ Item # 3a

Board Action: Approved Yes \_\_\_ No \_\_\_ Unanimous Vote: Yes \_\_\_ No \_\_\_

Ayes: \_\_\_\_\_ Resolution \_\_\_\_\_ Ordinance \_\_\_\_\_ Other: \_\_\_\_\_

Noes: \_\_\_\_\_ Resolution \_\_\_\_\_ Ordinance \_\_\_\_\_

Absent: \_\_\_\_\_ Comments: \_\_\_\_\_

Distributed on _____	A new ATF is required from _____ Department For meeting of _____	I hereby certify this is a true and correct copy of action(s) taken and entered into the official records of the Amador County Board of Supervisors.  ATTEST: _____ Clerk or Deputy Board Clerk
Completed by _____		

Save ....

*Resol*

### AGENDA TRANSMITTAL FORM

- Regular Agenda
- Consent Agenda
- Blue Slip
- Closed Session

Meeting Date Requested:  
October 22, 2013

To: Board of Supervisors  
 Date: October 10, 2013

From: George E. Allen Phone Ext. 371  
 (Department Head - please type)

Department Head Signature *George E. Allen*

Agenda Title: Geo Ryan, Martin Ryan & Michael Ryan, co-trustees of the McLaughlin Family Trust-Certificates of Compliance

Summary: (Provide detailed summary of the purpose of this item; attach additional page if necessary)  
 The subject agenda item is a request for approval of four (4) compliance certificates. The property is located in all directions of the junction of Shake Ridge Road with Rams Horn Grade in the Volcano area. APN's: 21-180-051, 21-180-052, 21-180-053, 21-180-054, and 21-210-059.

Recommendation/Requested Action:

Fiscal Impacts (attach budget transfer form if appropriate) Staffing Impacts

Is a 4/5ths vote required? Yes  No

Committee Review? Name \_\_\_\_\_ N/A

Committee Recommendation: \_\_\_\_\_

Contract Attached: Yes  No  N/A   
 Resolution Attached: Yes  No  N/A   
 Ordinance Attached: Yes  No  N/A

Comments: \_\_\_\_\_

Request Reviewed by:

Chairman \_\_\_\_\_ Counsel *GG*  
 Auditor *EJA* GSA Director *Hop*  
 CAO *QJ* Risk Management \_\_\_\_\_

Distribution Instructions: (Inter-Departmental Only, the requesting Department is responsible for distribution outside County Departments)  
 Please transmit 2 copies of the resolution, one set certified and the compliance cert.'s (signed originals) w/desc.'s to Surveying

#### FOR CLERK USE ONLY

Meeting Date 10/22/13 Time \_\_\_\_\_ Item # 3b

Board Action: Approved Yes \_\_\_ No \_\_\_ Unanimous Vote: Yes \_\_\_ No \_\_\_  
 Ayes: \_\_\_\_\_ Resolution \_\_\_\_\_ Ordinance \_\_\_\_\_ Other: \_\_\_\_\_  
 Noes \_\_\_\_\_ Resolution \_\_\_\_\_ Ordinance \_\_\_\_\_  
 Absent: \_\_\_\_\_ Comments: \_\_\_\_\_

Distributed on \_\_\_\_\_  
 Completed by \_\_\_\_\_  
 of \_\_\_\_\_

A new ATF is required from \_\_\_\_\_  
 Department \_\_\_\_\_  
 For meeting \_\_\_\_\_  
 of \_\_\_\_\_

I hereby certify this is a true and correct copy of action(s) taken and entered into the official records of the Amador County Board of Supervisors.  
 ATTEST: \_\_\_\_\_  
 Clerk or Deputy Board Clerk

Requested By:  
**BOARD OF SUPERVISORS**  
When Recorded Return To:  
**SURVEYING & ENGINEERING**

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**BEFORE THE BOARD OF SUPERVISORS OF THE  
COUNTY OF AMADOR, STATE OF CALIFORNIA**

IN THE MATTER OF

RESOLUTION ISSUING CERTIFICATES )  
OF COMPLIANCE TO GEORGE W. RYAN, ) RESOLUTION NO. 2013-xxxx  
MARTIN A. RYAN, AND )  
MICHAEL EDWARD RYAN, CO-TRUSTEES )  
OF THE MCLAUGHLIN FAMILY TRUST )

BE IT RESOLVED by the Board of Supervisors of the County of Amador, State of California, pursuant to Government Code 66499.34 and 66499.35 that said Board does hereby approve the issuance of four (4) certificates of compliance for George W. Ryan, Martin A. Ryan and Michael Edward Ryan, co-trustees of the McLaughlin Family Trust, for the parcel described in Exhibits "A" of the certificates of compliance, which certificates, along with said Exhibits "A", is attached thereto and incorporated therein by reference as though set forth in full; and

BE IT FURTHER RESOLVED that the Clerk of said Board be and hereby is directed to record this resolution and said certificates of compliance with Exhibits "A".

The foregoing resolution was duly passed and adopted by the Board of Supervisors of the County of Amador at a regular meeting thereof, held on the 22nd day of October, 2013, by the following vote:

AYES: Richard M. Forster, Theodore F. Novelli,  
Brian Oneto, John Plasse, and Louis D. Boitano

NOES: None

ABSENT: None

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Chairman, Board of Supervisors

ATTEST:  
JENNIFER BURNS, Clerk of the  
Board of Supervisors, Amador County, California

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Recording requested by:  
**BOARD OF SUPERVISORS**  
When recorded send to:  
**SURVEYING & ENGINEERING**

---

**CERTIFICATE OF COMPLIANCE**  
**FOR GEORGE W. RYAN, MARTIN A. RYAN, AND MICHAEL EDWARD RYAN,**  
**CO-TRUSTEES OF THE MCLAUGHLIN FAMILY TRUST**  
**APN: 21-180-051, 21-180-052, 21-180-053, 21-180-054, and 21-210-059**  
**1 PARCEL RECOGNIZED**

Pursuant to Government Code 66499.34 and 66499.35 the County of Amador Certifies that the following described property complies with the provisions of the Subdivision Map Act and with County Ordinances enacted pursuant thereto.

This certificate relates only to issues of compliance or noncompliance with the Subdivision Map Act and local ordinances enacted pursuant thereto. The parcel described herein may be sold, leased or financed without further compliance with the Subdivision Map Act or any local ordinance enacted pursuant thereto. Development of the parcel may require issuance of a permit or permits, or any other grant or grants of approval.

CONDITIONS OF APPROVAL FOR CERTIFICATE OF COMPLIANCE: NONE  
DESCRIPTION (SEE EXHIBIT "A")

\_\_\_\_\_  
CHAIRMAN, BOARD OF SUPERVISORS

State of California            )  
                                          ) SS  
County of Amador            )

On \_\_\_\_\_, 2013, before me, \_\_\_\_\_, a Deputy Clerk of the Board of Supervisors in and for the County of Amador, State of California, personally appeared **Richard M. Forster** who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

\_\_\_\_\_  
Deputy, Board of Supervisors

# EXHIBIT "A"

## LEGAL DESCRIPTION FOR McLAUGHLIN FAMILY TRUST

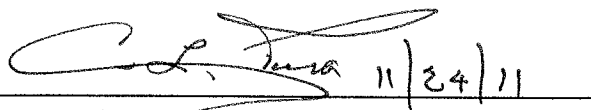
### ADJUSTED COMPLIANCE PARCEL TWO

The East ½ of the Northeast ¼ of Section 11, Township 7 North, Range 12 East, M.D.B. & M., Amador County, California.

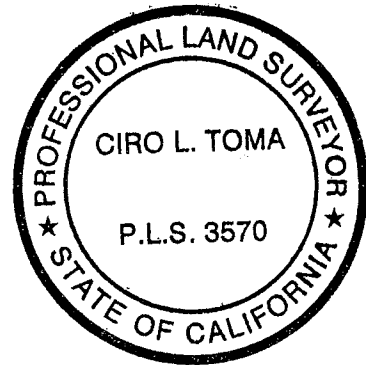
EXCEPTING THEREFROM all that portion thereof conveyed to Joe A. Seng, et ux, by deed recorded December 13, 1971 in Book 219, Page 627, Official Records of Amador County.

ALSO EXCEPTING THEREFROM all that portion thereof conveyed to M. Norma Graber, et al, by deed recorded April 17, 1973 in Book 241, Page 434, Official Records of Amador County.

ALSO EXCEPTING THEREFROM all that portion thereof lying immediately East of and contiguously along that certain agreed boundary line described in Boundary Line Agreement, executed by and between Mary Lucot Ryan, et al, Trustees of the McLaughlin Family Trust, and Gregory P. Zucco, et ux, recorded April 4, 2000, as Instrument No. 2000-003433.

 11/24/11

Ciro L. Toma PLS 3570



Recording requested by:  
**BOARD OF SUPERVISORS**  
When recorded send to:  
**SURVEYING & ENGINEERING**

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**CERTIFICATE OF COMPLIANCE**  
**FOR GEORGE W. RYAN, MARTIN A. RYAN, AND MICHAEL EDWARD RYAN,**  
**CO-TRUSTEES OF THE MCLAUGHLIN FAMILY TRUST**  
**APN: 21-180-051, 21-180-052, 21-180-053, 21-180-054, and 21-210-059**  
**1 PARCEL RECOGNIZED**

Pursuant to Government Code 66499.34 and 66499.35 the County of Amador Certifies that the following described property complies with the provisions of the Subdivision Map Act and with County Ordinances enacted pursuant thereto.

This certificate relates only to issues of compliance or noncompliance with the Subdivision Map Act and local ordinances enacted pursuant thereto. The parcel described herein may be sold, leased or financed without further compliance with the Subdivision Map Act or any local ordinance enacted pursuant thereto. Development of the parcel may require issuance of a permit or permits, or any other grant or grants of approval.

CONDITIONS OF APPROVAL FOR CERTIFICATE OF COMPLIANCE: NONE  
DESCRIPTION (SEE EXHIBIT "A")

\_\_\_\_\_  
CHAIRMAN, BOARD OF SUPERVISORS

State of California            )  
                                          ) SS  
County of Amador            )

On \_\_\_\_\_, 2013, before me, \_\_\_\_\_, a Deputy Clerk of the Board of Supervisors in and for the County of Amador, State of California, personally appeared **Richard M. Forster** who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

\_\_\_\_\_  
Deputy, Board of Supervisors

# EXHIBIT "A"

## DESCRIPTION FOR McLAUGHLIN FAMILY TRUST

### ADJUSTED COMPLIANCE PARCEL THREE

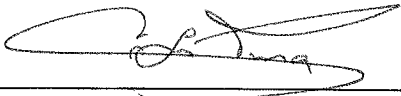
The South  $\frac{1}{2}$  of the Southeast  $\frac{1}{4}$  of the Northeast  $\frac{1}{4}$ , and the Northeast  $\frac{1}{4}$  of the Southeast  $\frac{1}{4}$  of the Northeast  $\frac{1}{4}$  of Section 10, Township 7 North, Range 12 East, M.D.B. & M., Amador County, California.

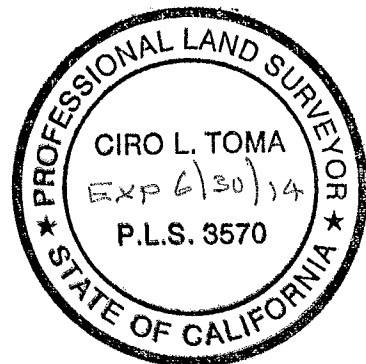
The Northwest  $\frac{1}{4}$  of Section 11, Township 7 North, Range 12 East, M.D.B. & M., Amador County, California

EXCEPTING THEREFROM all that portion thereof lying Easterly, Southeasterly and Southerly of the centerline of Shake Ridge Road, as said Road currently exists.

EXCEPTING THEREFROM all that portion thereof conveyed to M. Norma Graber, et. al., by deed recorded April 17, 1973 in Book 241, Page 434, Official Records of Amador County.

ALSO EXCEPTING THEREFROM "PARCEL 1", as shown and delineated on that certain Record of Survey Boundary Line Adjustment for Mary Lucot Ryan and Arthur M. Lucot, Trustees of the McLaughlin Family Trust, filed for record July 13, 2001 in Book 54 of Maps and Plats, at page 8, Records of Amador County.

  
Ciro L. Toma  
10/9/13  
PLS 3570



Recording requested by:  
**BOARD OF SUPERVISORS**  
When recorded send to:  
**SURVEYING & ENGINEERING**

---

**CERTIFICATE OF COMPLIANCE**  
**FOR GEORGE W. RYAN, MARTIN A. RYAN, AND MICHAEL EDWARD RYAN,**  
**CO-TRUSTEES OF THE MCLAUGHLIN FAMILY TRUST**  
**APN: 21-180-051, 21-180-052, 21-180-053, 21-180-054, and 21-210-059**  
**1 PARCEL RECOGNIZED**

Pursuant to Government Code 66499.34 and 66499.35 the County of Amador Certifies that the following described property complies with the provisions of the Subdivision Map Act and with County Ordinances enacted pursuant thereto.

This certificate relates only to issues of compliance or noncompliance with the Subdivision Map Act and local ordinances enacted pursuant thereto. The parcel described herein may be sold, leased or financed without further compliance with the Subdivision Map Act or any local ordinance enacted pursuant thereto. Development of the parcel may require issuance of a permit or permits, or any other grant or grants of approval.

CONDITIONS OF APPROVAL FOR CERTIFICATE OF COMPLIANCE: NONE  
DESCRIPTION (SEE EXHIBIT "A")

\_\_\_\_\_  
CHAIRMAN, BOARD OF SUPERVISORS

State of California            )  
                                          ) SS  
County of Amador            )

On \_\_\_\_\_, 2013, before me, \_\_\_\_\_, a Deputy Clerk of the Board of Supervisors in and for the County of Amador, State of California, personally appeared **Richard M. Forster** who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

\_\_\_\_\_  
Deputy, Board of Supervisors

# EXHIBIT "A"

## DESCRIPTION FOR McLAUGHLIN FAMILY TRUST

### ADJUSTED COMPLIANCE PARCEL FIVE

The West ½ of the Northeast ¼ of Section 11, Township 7 North, Range 12 East, M.D.B. & M., Amador County, California.

EXCEPTING THEREFROM any portion thereof conveyed to Joe A. Seng, et ux, by deed recorded December 13, 1971 in Book 219, Page 627, Official Records of Amador County.

ALSO EXCEPTING THEREFROM all that portion thereof conveyed to M. Norma Graber, et al, by deed recorded April 17, 1973 in Book 241, Page 434, Official Records of Amador County.

All that portion of the Northwest ¼ of Section 11, Township 7 North, Range 12 East, M.D.B. & M., Amador County, California, lying Easterly, Southeasterly and Southerly of the centerline of Shake Ridge Road, as said Road currently exists.

The Southwest ¼ of Section 11, Township 7 North, Range 12 East, M.D.B. & M., Amador County, California.

EXCEPTING THEREFROM ALL THAT PORTION OF THE Southeast ¼ of the Southwest ¼ of said Section 11 lying Easterly of the centerline of Rams Horn Grade, as said Road currently exists.

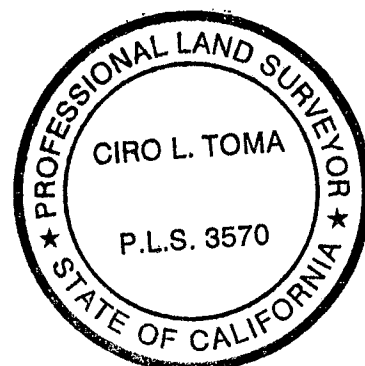
ALSO EXCEPTING THEREFROM "PARCEL 1", as shown and delineated on that certain Record of Survey Boundary Line Adjustment for Mary Lucot Ryan and Arthur M. Lucot, Trustees of the McLaughlin Family Trust, filed for record July 13, 2001 in Book 54 of Maps and Plats, at Page 8, Records of Amador County.

The Northwest ¼ of the Southeast ¼ of Section 11, Township 7 North, Range 12 East, M.D.B. & M., Amador County, California.

All that portion of the Southwest ¼ of the Southeast ¼ of Section 11, Township 7 North, Range 12 East, M.D.B. & M., Amador County, California, lying Westerly of the centerline of Rams Horn Grade, as said Road currently exists.

 11 | 24 | 11

Ciro L. Toma PLS-3570



Recording requested by:  
**BOARD OF SUPERVISORS**  
When recorded send to:  
**SURVEYING & ENGINEERING**

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**CERTIFICATE OF COMPLIANCE**  
**FOR GEORGE W. RYAN, MARTIN A. RYAN, AND MICHAEL EDWARD RYAN,**  
**CO-TRUSTEES OF THE MCLAUGHLIN FAMILY TRUST**  
**APN: 21-180-051, 21-180-052, 21-180-053, 21-180-054, and 21-210-059**  
**1 PARCEL RECOGNIZED**

Pursuant to Government Code 66499.34 and 66499.35 the County of Amador Certifies that the following described property complies with the provisions of the Subdivision Map Act and with County Ordinances enacted pursuant thereto.

This certificate relates only to issues of compliance or noncompliance with the Subdivision Map Act and local ordinances enacted pursuant thereto. The parcel described herein may be sold, leased or financed without further compliance with the Subdivision Map Act or any local ordinance enacted pursuant thereto. Development of the parcel may require issuance of a permit or permits, or any other grant or grants of approval.

CONDITIONS OF APPROVAL FOR CERTIFICATE OF COMPLIANCE: NONE  
DESCRIPTION (SEE EXHIBIT "A")

\_\_\_\_\_  
CHAIRMAN, BOARD OF SUPERVISORS

State of California            )  
                                          ) SS  
County of Amador            )

On \_\_\_\_\_, 2013, before me, \_\_\_\_\_, a Deputy Clerk of the Board of Supervisors in and for the County of Amador, State of California, personally appeared **Richard M. Forster** who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

\_\_\_\_\_  
Deputy, Board of Supervisors

# EXHIBIT "A"

## DESCRIPTION FOR McLAUGHLIN FAMILY TRUST

### ADJUSTED COMPLIANCE PARCEL SIX

The South ½ of the Southeast ¼ of Section 11, Township 7 North, Range 12 East, M.D.B. & M., Amador County, California.

EXCEPTING THEREFROM all that portion thereof lying Westerly of the centerline of Rams Horn Grade, as said Road currently exists.

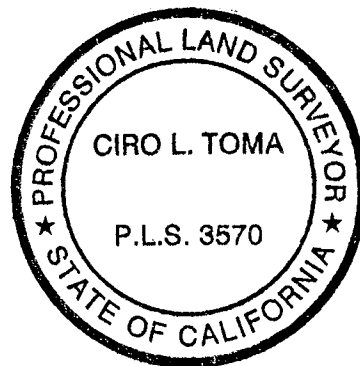
All that portion of the Southeast ¼ of the Southwest ¼ of Section 11, Township 7 North, Range 12 East, M.D.B. & M., Amador County, California, lying Easterly of the centerline of Rams Horn Grade, as said Road currently exists.

The Northwest ¼ of the Northeast ¼ of Section 14, Township 7 North, Range 12 East, M.D.B. & M., Amador County, California.

EXCEPTING THEREFROM all that portion thereof lying Northerly and Westerly of the centerline of Rams Horn Grade, as said County Road existed on February 9, 1979; as conveyed in deed to Guy C. Walgraeve, recorded February 13, 1979 in Book 347, Page 323, Official Records of Amador County.

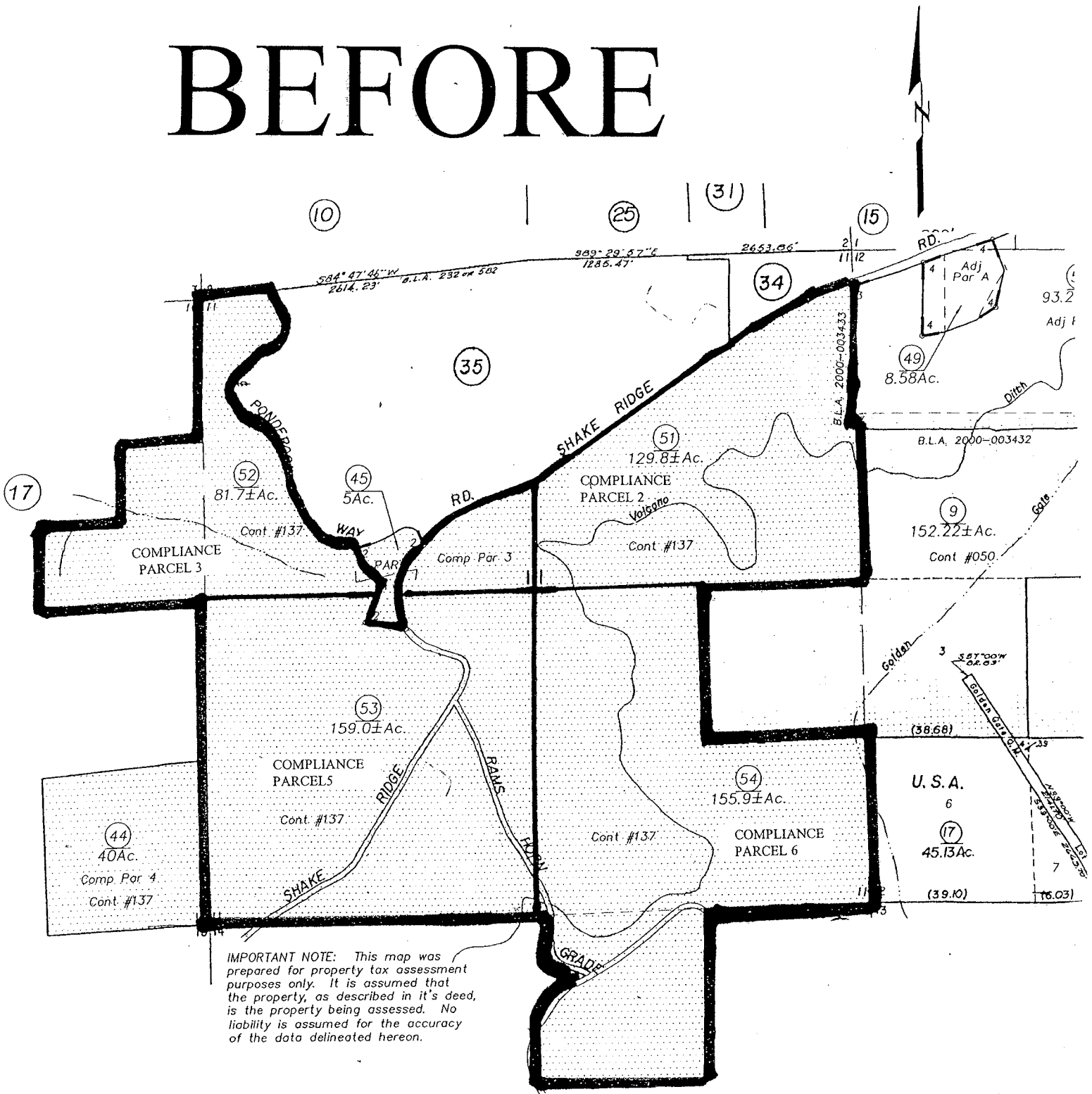
 11/24/11

Ciro L. Toma PLS 3570



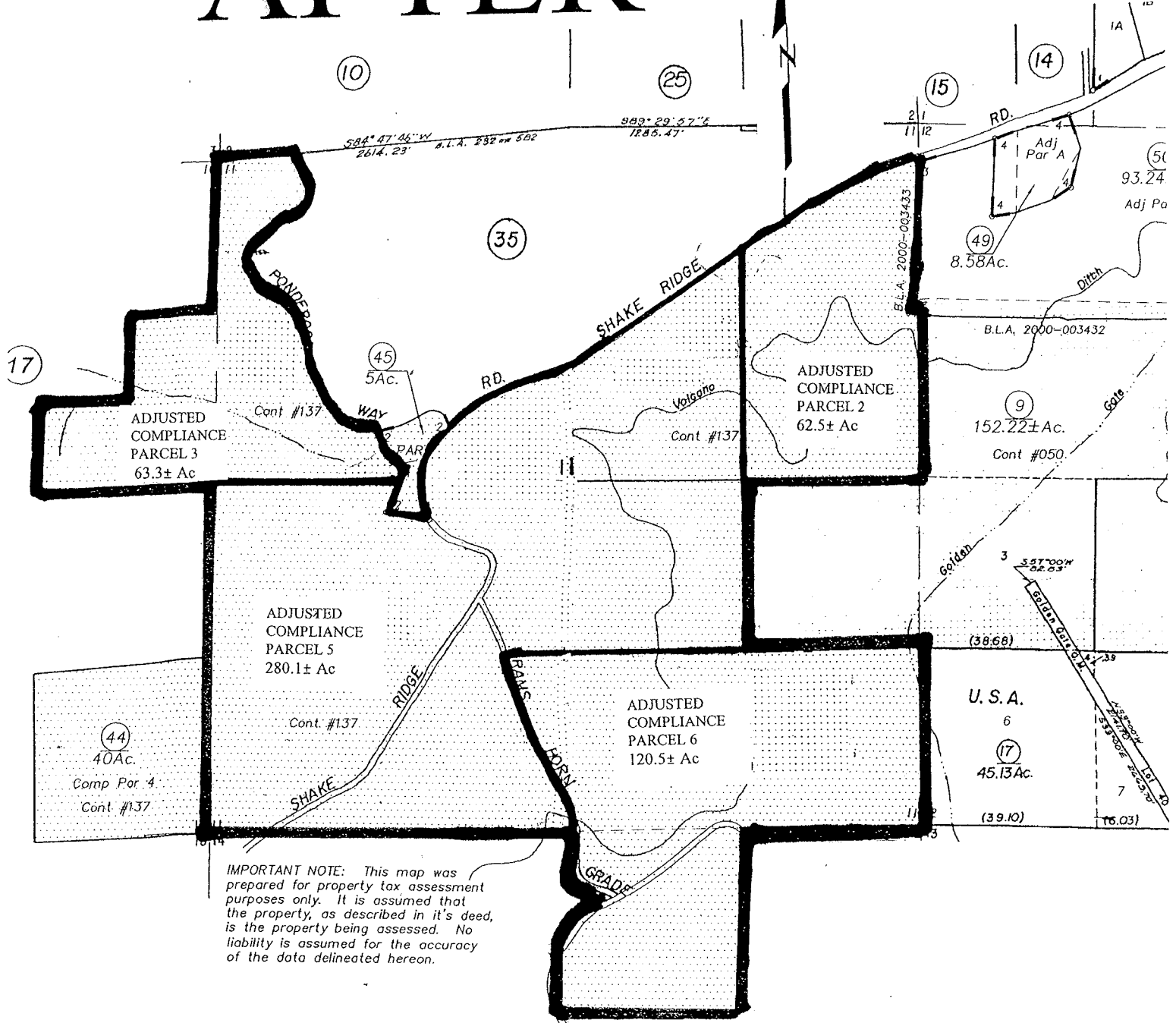


# BEFORE



IMPORTANT NOTE: This map was prepared for property tax assessment purposes only. It is assumed that the property, as described in it's deed, is the property being assessed. No liability is assumed for the accuracy of the data delineated hereon.

# AFTER



**IMPORTANT NOTE:** This map was prepared for property tax assessment purposes only. It is assumed that the property, as described in it's deed, is the property being assessed. No liability is assumed for the accuracy of the data delineated hereon.

# AGENDA TRANSMITTAL FORM

*Agmt*

To: Board of Supervisors

Date: October 10, 2013

From: Jon Hopkins, GSA Director  
(Department Head - please type)

Phone Ext. 759

- Regular Agenda
- Consent Agenda
- Blue Slip
- Closed Session

Meeting Date Requested:

10/22/13

Department Head Signature *[Signature]*

Agenda Title: Approval of Standard Renewal Loan Agreement with the Dept. of the Navy, National Naval Aviation Museum

Summary: (Provide detailed summary of the purpose of this item; attach additional page if necessary)

The Department of the Navy is requesting Amador County renew the loan agreement for an additional five (5) years for the loan of an F-86F SABRE aircraft that is currently located at Westover Field/Amador County Airport. This agreement replaces the existing agreement with the National Naval Aviation Museum that was approved by the Board of Supervisors in January 2009.

Recommendation/Requested Action:

Approval of Standard Renewal Loan Agreement with the Dept. of the Navy, National Naval Aviation Museum

Fiscal Impacts (attach budget transfer form if appropriate)

Staffing Impacts N/A

N/A

Is a 4/5ths vote required?

Yes

No

Contract Attached:

Yes

No

N/A

Resolution Attached:

Yes

No

N/A

Ordinance Attached:

Yes

No

N/A

Comments:

Committee Review?

N/A

Name \_\_\_\_\_

Committee Recommendation: \_\_\_\_\_

Request Reviewed by:

Chairman \_\_\_\_\_

Counsel *GB*

Auditor *[Signature]*

GSA Director *hop*

CAO *[Signature]*

Risk Management \_\_\_\_\_

Distribution Instructions: (Inter-Departmental Only, the requesting Department is responsible for distribution outside County Departments)

GSA, Jon Hopkins, Airport-David Sheppard, Risk Management (electronically)

### FOR CLERK USE ONLY

Meeting Date

10/22/13

Time \_\_\_\_\_

Item #

4a

Board Action: Approved Yes \_\_\_ No \_\_\_

Unanimous Vote: Yes \_\_\_ No \_\_\_

Ayes: \_\_\_\_\_

Resolution \_\_\_\_\_

Ordinance \_\_\_\_\_

Other: \_\_\_\_\_

Noes: \_\_\_\_\_

Resolution \_\_\_\_\_

Ordinance \_\_\_\_\_

Absent: \_\_\_\_\_

Comments: \_\_\_\_\_

Distributed on \_\_\_\_\_

A new ATF is required from \_\_\_\_\_

I hereby certify this is a true and correct copy of action(s) taken and entered into the official records of the Amador County Board of Supervisors.

Completed by \_\_\_\_\_

Department \_\_\_\_\_

ATTEST: \_\_\_\_\_

For meeting \_\_\_\_\_

Clerk or Deputy Board Clerk

of \_\_\_\_\_



DEPARTMENT OF THE NAVY  
NATIONAL NAVAL AVIATION MUSEUM  
1750 RADFORD BLVD  
SUITE C  
PENSACOLA FLORIDA 32508-5402

4002  
N43/Ser 13- 3 6 9  
SEP 23 2013

Mr. David Sheppard  
Airport Manager  
Amador County Airport  
12200-B Airport Road  
Jackson, CA 95642

Dear Mr. Sheppard:

Enclosed you will find the Standard Renewal Loan Agreement for the F-86F SABRE aircraft, Bureau Number H-609, which is on loan to the Amador County Airport, Jackson, CA. Please sign the document and return the agreement as soon as possible.

Please note the changes to the body of the Standard Renewal Loan Agreement. Attachment 1, Paragraph 3 establishes that only historically based markings, including crewmember names, be used on aircraft and other navy owned equipment and precludes the use of markings on this equipment for commercial, fund raising, or sponsorship purposes. These changes will be in effect for the period of the renewal agreement and are retroactive with implementation within the first six (6) months of the loan period.

Should any problems or questions arise pertaining to this agreement, please contact me at (850) 452-3604, extension 3133.

Sincerely,

LENORE F. TAYLOR  
By direction of the Director

Enclosure: 1. Standard Renewal Loan Agreement

NATIONAL NAVAL  
AVIATION MUSEUM



Lenore F. Taylor

Museum Aeronautics Technician

1750 Radford Boulevard, Ste. C

Pensacola, FL 32508-5402

Phone: 850-452-3604 ext. 3133

Fax: 850-452-3296

E-mail: lenore.taylor@navy.mil

GSA  
OCT 01 2013  
RECEIVED



DEPARTMENT OF THE NAVY  
 NATIONAL NAVAL AVIATION MUSEUM  
 1750 RADFORD BLVD  
 SUITE C  
 PENSACOLA FLORIDA 32508-5402

4002

N43/Ser 13- 369

STANDARD RENEWAL LOAN AGREEMENT

By this agreement, made as of 23 September 2013 between the United States of America, hereinafter called "the Government," represented by the Director, National Naval Aviation Museum (NNAM), hereinafter called "the Lender," and the Amador County Airport, 12200-B Airport Road, Jackson, CA 95642, hereinafter called "the Borrower," incorporated and operating under the laws of the State of California and located at Jackson, CA.

Pursuant to (Public Law 80-421 (10 U.S.C. 2572)), the Lender hereby loans to the Borrower the following United States Government property which is permanently assigned to the Lender:

<u>AIRCRAFT</u>	<u>BUREAU NUMBER</u>	<u>NNAM ACCESSION NUMBER</u>	<u>VALUE</u>
F-86F SABRE	H-609	1998.036.001	\$100,000

The Lender agrees to renew the current loan for the above listed property on sub-custody to the Borrower for a period of five years commencing 1 October 2013 and ending 1 October 2018 with an option for renewal, subject to the stipulations as set forth below.

The Borrower agrees to not sub-lease or display the above Government property at another location without prior written permission from the Lender.

Any work product, equipment or material resulting from efforts or at the expense of the Borrower with regard to the aircraft will become a permanent part of the aircraft and will be considered the property of the Lender unless specifically exempted by the Lender.

The Borrower agrees to repair or replace, at the discretion of the Lender, the borrowed item for any and all loss or damages that may be inflicted on the item while the life of the loan is in effect and/or until the loaned material is returned to the physical custody of the Lender. The Borrower agrees to be responsible to maintain corrosion control and routine maintenance. If the material borrowed is irreplaceable the borrower may be required to make monetary restitution to the Lender up to and including the full amount of value of the item.

The Borrower shall obtain no interest in the loaned property by reason of this agreement and title shall remain in the Lender at all times. Any improvements, modifications or additions on or to the property is limited to that approved in writing by the Lender and becomes the property of the Lender.

The Borrower agrees to use the loaned property in a careful and prudent manner, not without prior written permission of the Lender to modify, restore, or mount on pylons or any structure above ground in any way, which would alter the original form, design, or the historical significance of said property, to perform routine maintenance so as not to reflect discredit on the Lender and to display and protect it in accordance with the instructions set forth in Attachment One, incorporated herewith and made part of this Loan Agreement. Additionally, refer to Attachment I, Supplemental Requirements for Aircraft, Item 3, for more guidelines.

The Borrower agrees to report annually to the Lender on the condition and location of the property. The Borrower agrees to display prominently a placard with the property at all times which contains the following credit line: "THIS AIRCRAFT IS ON LOAN FROM THE NATIONAL NAVAL AVIATION MUSEUM AT PENSACOLA, FLORIDA." Additionally, articles published or submitted for publication or websites that refer to the loaned aircraft must credit the National Naval Aviation Museum as owner of the aircraft with, at a minimum, the words: "THIS AIRCRAFT IS ON LOAN FROM THE NATIONAL NAVAL AVIATION MUSEUM, PENSACOLA, FLORIDA."

The Borrower agrees to provide the Lender with 4 x 6 color prints on the loaned property within 90 days of the arrival of the aircraft at the Borrower's location and upon submission of the annual certification statement. The photographs shall depict one full length photograph and one individual photograph clearly identifying the Bureau Number/Serial Number, if applicable. Photographs shall include general views of the display/storage areas with enough detail to identify each aircraft and/or artifact.

The Borrower agrees not to use the loaned property as security for any loan, not to sell, lease, rent, lend, or exchange the property for monetary gain or otherwise under any circumstances. Sub-custody assignment or loaning the property to any other entity will be only with the prior written approval of the Lender.

The Borrower agrees to allow authorized Department of Defense representatives access to the Borrower's records and facilities to assure accuracy of information provided by the Borrower and compliance with the terms of this Loan Agreement.

The Borrower agrees to indemnify, save harmless, and defend the Lender from and against all claims, demands, actions, liabilities, judgements, costs, and attorney's fees, arising out of, claimed on account of, or in any manner predicated upon personal injury, death, or property damage caused by or resulting from possession and/or use of the loaned property.

The Borrower agrees to return said property to the Lender on termination of this Loan Agreement, or earlier, if it is determined that the property is no longer required, at no expense to the Lender.

The failure of the Borrower to observe any of the conditions set forth in this Loan Agreement and the attachment(s) thereto shall be sufficient cause for the Lender to repossess the loaned property. Repossession of all or any part of the loaned property by the Lender shall be made at no cost or expense to the Government; the Borrower shall defray all maintenance, freight, storage, crating, handling, transportation, and other charges attributable to such repossession.

The Borrower has read, understands and acknowledges that concealing a material fact and/or making a fraudulent statement in dealings with the federal government may constitute a violation of 18 USC 1001 (Attachment Two).

Executed on behalf of the Lender this 23 day of September, 2013, at Pensacola, Florida.

United States of America

By: Lenore Taylor

LENORE F. TAYLOR  
By direction of the Director  
National Naval Aviation Museum  
1750 Radford Boulevard, Suite C  
Pensacola, FL 32508-5402

#### ACCEPTANCE

The Borrower, through its authorized representative, hereby accepts responsibility for the loaned property subject to the terms and conditions contained in the Loan Agreement set forth above.

Executed on behalf of the Borrower this \_\_\_\_\_ day of \_\_\_\_\_, 2013, at \_\_\_\_\_.

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Address: \_\_\_\_\_  
\_\_\_\_\_

Telephone: ( ) \_\_\_\_\_

Fax: ( ) \_\_\_\_\_

E-mail: \_\_\_\_\_



## ATTACHMENT ONE

### SUPPLEMENTAL REQUIREMENTS FOR AIRCRAFT

1. The Borrower agrees to use the loaned aircraft for display or educational purposes only and to protect the aircraft from vandalism by displaying it behind fences, or by other suitable means to deter easy access. The Borrower agrees to furnish the Lender a notarized statement within 15 calendar days following the last day of each calendar year, certifying that the aircraft is still in the possession of the Borrower and being displayed in the same manner and condition as indicated by the original photograph or provide an updated photograph and details regarding changes.

2. The Borrower agrees that the loaned aircraft shall not be restored to flying condition, nor shall the aircraft be flown under any circumstances.

3. The Borrower agrees to maintain the loaned aircraft in good material condition including corrosion control, painting, preservation, etc. and not to cannibalize, exchange, or remove parts of the aircraft or to modify the aircraft without written permission by the Lender. In addition, the Borrower shall seek written permission from the Lender PRIOR to painting any markings or insignia onto aircraft, especially with respect to names being applied to aircraft.

4. If, at any time, the loaned aircraft is no longer used for display or educational purposes, or if the Borrower no longer wishes to keep the loaned aircraft, written notice shall be given to the Lender and the Lender shall be entitled to immediate repossession of the aircraft. The Lender will exercise its option within 60 days after receipt of written notice from the Borrower and will:

a. Advise the Borrower that the Lender has another requirement for the loaned aircraft and will make appropriate arrangements for repositioning.

b. Advise the Borrower that the Lender desires to repossess the loaned aircraft and will arrange for appropriate disposition at the present location.

c. Advise that the Lender has no further requirement for the loaned aircraft and that the Borrower, at the Borrower's expense, is authorized, based on the Borrower's preference, to dispose of the loaned aircraft by one of the following methods:

(1) Demilitarize/destroy the property to the extent required by current Department of Defense policy as set forth by detailed guidance to be provided by the Lender. The Borrower will be required to certify in writing to the Lender that all requirements have been met and will provide the Lender with photographs depicting the specific demilitarization and/or destruction accomplished.

(2) Transport the loaned aircraft to the nearest military activity, providing the installation commander of that activity is agreeable to accepting the aircraft. The Borrower will be responsible for any disassembly necessary and all arrangements to accomplish the movement and will be required to obtain a receipt from the military installation to be provided to the Lender for record purposes.

ATTACHMENT TWO

TITLE 18 – CRIMES AND CRIMINAL PROCEDURE

PART I – CRIMES

CHAPTER 47 – FRAUD AND FALSE STATEMENTS

Sec. 1001. Statements or entries generally

(a) Except as otherwise provided in this section, whoever, in any matter within the jurisdiction of the executive, legislative, or judicial branch of the Government of the United States, knowingly and willfully—

- (1) falsifies, conceals, or covers up by any trick, scheme, or device a material fact;
- (2) makes any materially false, fictitious, or fraudulent statement or representation; or
- (3) makes or uses any false writing or document knowing the same to contain any materially false fictitious, or fraudulent statement or entry;

shall be fined under this title or imprisoned not more than 5 years, or both.

Agmt

### AGENDA TRANSMITTAL FORM

<input type="checkbox"/>	Regular Agenda
<input checked="" type="checkbox"/>	Consent Agenda
<input type="checkbox"/>	Blue Slip
<input type="checkbox"/>	Closed Session
Meeting Date Requested:	
10/22/13	

To: Board of Supervisors

Date: 10-08-13

From: Eugene J. Lowe, Auditor-Controller Phone Ext. 363  
(Department Head - please type)

Department Head Signature Eugene J. Lowe

Agenda Title: Contract SB 90 Claim Service with MGT of America, Inc.

Summary: (Provide detailed summary of the purpose of this item; attach additional page if necessary)  
Profession Services Agreement for SB90 Claim Service with MTG of America, Inc.

Recommendation/Requested Action:  
Approve contract for \$15,500.00

Fiscal Impacts (attach budget transfer form if appropriate)	Staffing Impacts
<u>Budgeted</u>	

Is a 4/5ths vote required? Yes  No

Committee Review? N/A

Name \_\_\_\_\_  
Committee Recommendation: \_\_\_\_\_

Contract Attached:	Yes <input type="checkbox"/>	No <input type="checkbox"/>	N/A <input type="checkbox"/>
Resolution Attached:	Yes <input type="checkbox"/>	No <input type="checkbox"/>	N/A <input type="checkbox"/>
Ordinance Attached:	Yes <input type="checkbox"/>	No <input type="checkbox"/>	N/A <input type="checkbox"/>
Comments:	_____		

Request Reviewed by:

Chairman _____	Counsel <u>GB</u>
Auditor <u>EJL</u>	GSA Director <u>Not - Save Source According to Auditor</u>
CAO _____	Risk Management <u>YAT</u>

Distribution Instructions: (Inter-Departmental Only, the requesting Department is responsible for distribution outside County Departments)  
Auditor: Risk

#### FOR CLERK USE ONLY

Meeting Date 10/22/13 Time \_\_\_\_\_ Item # 4B

Board Action: Approved Yes \_\_\_ No \_\_\_ Unanimous Vote: Yes \_\_\_ No \_\_\_

Ayes: \_\_\_\_\_ Resolution \_\_\_\_\_ Ordinance \_\_\_\_\_ Other: \_\_\_\_\_

Noes \_\_\_\_\_ Resolution \_\_\_\_\_ Ordinance \_\_\_\_\_

Absent: \_\_\_\_\_ Comments: \_\_\_\_\_

Distributed on _____	A new ATF is required from _____ Department _____	I hereby certify this is a true and correct copy of action(s) taken and entered into the official records of the Amador County Board of Supervisors.  ATTEST: _____ Clerk or Deputy Board Clerk
Completed by _____	For meeting of _____	

Save ....

---

## CONTRACT FOR SERVICES

**By and Between  
County of Amador  
and  
MGT of America, Inc.**

This agreement is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_ 2013 by County of Amador, hereinafter referred to as "Client", and MGT of America, Inc., hereinafter referred to as "MGT".

Now, therefore, in consideration of the mutual promises contained herein, the parties agree as follows:

### I. SERVICES

MGT will provide those services as outlined in its proposal letter to Client specified in this agreement, attached hereto and incorporated herein as Exhibit "A". Specific scope of services are as follows:

- a) Prepare and file eligible SB 90 claims for annual claims due on February 15 of each year listed in Section II TIMETABLE. Claims must exceed \$1,000 to be eligible to file with the State.
- b) Prepare and file eligible SB 90 claims for all new, or first-time mandates, which have claiming instructions issued by the State Controller's office during the State's 2013-2014 fiscal year. Claims must exceed \$1,000 to be eligible to file with the State.
- c) Prepare indirect cost rate proposals to accompany all claims if the resulting rate is above 10%.
- d) Provide information to the Client about new claiming opportunities in a timely manner.
- e) Provide liaison services between the Client and the State Controller for all claims filed by the MGT that are contested by the State Controller either through desk review or field audit.
- f) Assist with payment tracking and SB 90 claim tracking and coordination.

### II. TIMETABLE

#### a) Initial Term

The initial term of this agreement is for one fiscal year. It is anticipated that all work for the initial period will commence upon document execution by both parties and will be completed by June 30, 2014, at which time, the Client will be able to renew this agreement at the same terms for two additional fiscal years.

#### b) Renewal Period

The terms of this agreement may be renewed for two additional fiscal years, at the Client's option. The additional term of services would be from July 1, 2014 to June 30, 2015 as well as July 1, 2015 to June 30, 2016. Pricing would be the same for Scope of Services items 1(a) through (f). The fiscal years in item 1(b) are 2014-2015 and 2015-2016 during the renewal periods.

III. PAYMENT

In consideration for the services rendered by MGT pursuant to this agreement, Client agrees to pay MGT upon completion of the following:

MGT will complete and file all eligible annual claims that are due on February 15, 2014, as well as all new, or first-time claims for which claiming instructions are issued during the County's 2013-14 fiscal year for the following fee.

**Single Fixed Fee Each Year of Term**

FISCAL YEAR	PROPOSED FEE	PAYMENT TERMS
2013-2014 Annual Claims & New Claims issued during 2013-2014	\$15,500 fixed fee	Payable 50% after on-site visit and 50% after claims filed

This fee is all inclusive (no expenses will be charged to the County for this part of the engagement). There are no caps on number of claims, audit support, or site meetings/visits.

IV. CLIENT RESPONSIBILITY

- a) Furnish Consultant with all available and necessary information, data, worksheets, and documentation necessary for Consultant to perform the services hereunder in a timely fashion. Consultant shall assume all data is accurate and, if supplied in a timely manner, will file the claims in a timely manner.
- b) Cooperate with Consultant in carrying out the work herein.
- c) Provide adequate staff for liaison with the Consultant for each affected department.
- d) Develop and maintain source documentation sufficient to support SB 90 claims that are filed with the State for a period of at least three (3) years after the last date of claim payment or filing.

V. CONSULTANT LIABILITY

The Consultant will assume all data supplied by the Client is accurate and correct. Any subsequent disallowance of funds paid to the Client pursuant to the SB 90 claims filed under this agreement is the sole responsibility of the Client. In any event, the Consultant's total liability under this agreement shall not exceed the compensation received by the Consultant for work pursuant to this agreement.

IV. MODIFICATION

The Client and MGT may, by mutual agreement, modify this Contract. Any modification must be in writing and must be signed by the Contractor's principal agent and the Client's designate.



---

V. GENERAL TERMS AND CONDITIONS

No alteration or variation of this Contract and no understandings or agreements not incorporated herein, unless made in writing between the parties hereto, shall be binding.

The parties hereby agree that no person shall, on the grounds of race, color, creed national origin, religion, disability, or sex, be excluded from or denied participation in, or otherwise subjected to discrimination under any activity performed pursuant to this Contract.

VI. CANCELLATION

The Client and MGT shall have the right to terminate this Contract at any time before the date of completion: (a) by either party at any time for failure of the other party to comply with the terms and conditions of this Agreement; (b) by either party upon 10 days prior written notice to the other party; or (c) upon mutual written agreement of both parties. In the event of termination, MGT shall stop work immediately and shall be entitled to compensation for professional fees and expense reimbursement to the date of termination and for any work necessitated by that termination.

VII. CONTRACTOR EMPLOYEES

In performance of this Contract, MGT and any agent or employee of the MGT shall act in an independent capacity and not as an officer or employee or agent of the Client, nor shall any party be covered under the Client's personnel rules and regulations. The Client shall have no responsibility for deductions or contributions to Social Security, unemployment insurance, or any other benefits, nor shall income tax be withheld.

VIII. PROJECT MANAGEMENT

J. Bradley Burgess, Senior Partner of MGT shall sign on MGT's behalf and shall serve as main contact for the Client. Contact information for MGT as follows:

2001 P Street, Suite 200  
Sacramento, CA 95811  
Phone 916-595-2646  
Fax 916-720-0305  
EMAIL: [bburgess@mgtamer.com](mailto:bburgess@mgtamer.com)

IX. LEGAL REQUIREMENTS

It is agreed that for the duration of this agreement, MGT and Client will comply with all applicable laws and regulations of the State of California, State of Florida and the federal government, including but not limited to, the Equal Employment Opportunity Act, the Occupational Safety and Health Act and audit requirements.

X. METHOD AND PLACE OF GIVING NOTICE, SUBMITTING BILLS AND MAKING PAYMENTS

All notices, bills, and payments shall be made in writing and may be given by personal delivery or by mail. Notices, bills, and payments sent by mail shall be addressed as follows:

**TO COUNTY:**

Mr. Eugene J. Lowe  
Auditor-Controller  
County of Amador  
810 Court Street  
Jackson, CA 95642

**TO CONSULTANT:**

Mr. J. Bradley Burgess,  
Sr. Partner, Costing Services Practice  
MGT of America  
2001 P Street, Suite #200  
Sacramento, CA 95811

XI. SIGNATURES & APPROVAL

County OF Amador

MGT OF AMERICA, INC.

Signature: \_\_\_\_\_

Signature:  \_\_\_\_\_

Name: \_\_\_\_\_

Name: J. Bradley Burgess

Title: \_\_\_\_\_

Title: Sr. Partner/Vice President

Address: 810 Court Street  
Jackson, CA 95642

Address: 2001 P Street, Suite #200  
Sacramento, CA 95811

Telephone 209-223-6363

Telephone: 916-595-2646

FEID:

FEID: #59-1576733

Date: \_\_\_\_\_, 2013

Date: 9-12, 2013



---

## CONTRACT FOR SERVICES

By and Between  
County of Amador  
and  
MGT of America, Inc.

This agreement is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_ 2013 by County of Amador, hereinafter referred to as "Client", and MGT of America, Inc., hereinafter referred to as "MGT".

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MGT will complete and file all eligible annual claims that are due on February 15, 2014, as well as all new, or first-time claims for which claiming instructions are issued during the County's 2013-14 fiscal year for the following fee.

**Single Fixed Fee Each Year of Term**

FISCAL YEAR	PROPOSED FEE	PAYMENT TERMS
2013-2014 Annual Claims & New Claims issued during 2013-2014	\$15,500 fixed fee	Payable 50% after on-site visit and 50% after claims filed

This fee is all inclusive (no expenses will be charged to the County for this part of the engagement). There are no caps on number of claims, audit support, or site meetings/visits.

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- b) Cooperate with Consultant in carrying out the work herein.
- c) Provide adequate staff for liaison with the Consultant for each affected department.
- d) Develop and maintain source documentation sufficient to support SB 90 claims that are filed with the State for a period of at least three (3) years after the last date of claim payment or filing.

V. CONSULTANT LIABILITY

The Consultant will assume all data supplied by the Client is accurate and correct. Any subsequent disallowance of funds paid to the Client pursuant to the SB 90 claims filed under this agreement is the sole responsibility of the Client. In any event, the Consultant's total liability under this agreement shall not exceed the compensation received by the Consultant for work pursuant to this agreement.

IV. MODIFICATION

The Client and MGT may, by mutual agreement, modify this Contract. Any modification must be in writing and must be signed by the Contractor's principal agent and the Client's designate.

---

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No alteration or variation of this Contract and no understandings or agreements not incorporated herein, unless made in writing between the parties hereto, shall be binding.

The parties hereby agree that no person shall, on the grounds of race, color, creed national origin, religion, disability, or sex, be excluded from or denied participation in, or otherwise subjected to discrimination under any activity performed pursuant to this Contract.

VI. CANCELLATION

The Client and MGT shall have the right to terminate this Contract at any time before the date of completion: (a) by either party at any time for failure of the other party to comply with the terms and conditions of this Agreement; (b) by either party upon 10 days prior written notice to the other party; or (c) upon mutual written agreement of both parties. In the event of termination, MGT shall stop work immediately and shall be entitled to compensation for professional fees and expense reimbursement to the date of termination and for any work necessitated by that termination.

VII. CONTRACTOR EMPLOYEES

In performance of this Contract, MGT and any agent or employee of the MGT shall act in an independent capacity and not as an officer or employee or agent of the Client, nor shall any party be covered under the Client's personnel rules and regulations. The Client shall have no responsibility for deductions or contributions to Social Security, unemployment insurance, or any other benefits, nor shall income tax be withheld.

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J. Bradley Burgess, Senior Partner of MGT shall sign on MGT's behalf and shall serve as main contact for the Client. Contact information for MGT as follows:

2001 P Street, Suite 200  
Sacramento, CA 95811  
Phone 916-595-2646  
Fax 916-720-0305  
EMAIL: [bburgess@mgtamer.com](mailto:bburgess@mgtamer.com)

IX. LEGAL REQUIREMENTS

It is agreed that for the duration of this agreement, MGT and Client will comply with all applicable laws and regulations of the State of California, State of Florida and the federal government, including but not limited to, the Equal Employment Opportunity Act, the Occupational Safety and Health Act and audit requirements.

X. METHOD AND PLACE OF GIVING NOTICE, SUBMITTING BILLS AND MAKING PAYMENTS

All notices, bills, and payments shall be made in writing and may be given by personal delivery or by mail. Notices, bills, and payments sent by mail shall be addressed as follows:

**TO COUNTY:**

Mr. Eugene J. Lowe  
Auditor-Controller  
County of Amador  
810 Court Street  
Jackson, CA 95642

**TO CONSULTANT:**

Mr. J. Bradley Burgess,  
Sr. Partner, Costing Services Practice  
MGT of America  
2001 P Street, Suite #200  
Sacramento, CA 95811

XI. SIGNATURES & APPROVAL

County OF Amador

MGT OF AMERICA, INC.

Signature: \_\_\_\_\_

Signature:  \_\_\_\_\_

Name: \_\_\_\_\_

Name: J. Bradley Burgess \_\_\_\_\_

Title: \_\_\_\_\_

Title: Sr. Partner/Vice President \_\_\_\_\_

Address: 810 Court Street  
Jackson, CA 95642

Address: 2001 P Street, Suite #200  
Sacramento, CA 95811

Telephone 209-223-6363

Telephone: 916-595-2646

FEID:

FEID: #59-1576733

Date: \_\_\_\_\_, 2013

Date: 9-12, 2013



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
10/11/2013

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

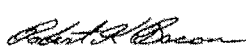
<b>PRODUCER</b> Earl Bacon Agency, Inc. P.O. Box 12039 Tallahassee FL 32317	<b>CONTACT NAME:</b> Nancy Klucher / Bobby Bacon <b>PHONE (A/C, No. Ext):</b> 850-878-2121 <b>E-MAIL ADDRESS:</b> bbacon@earlbacon.com	<b>FAX (A/C, No):</b> 850-878-2128													
	<table border="1"> <thead> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A: Valley Forge Insurance Co.</td> <td>20508</td> </tr> <tr> <td>INSURER B: American Cas. Co. of Reading, PA</td> <td>20427</td> </tr> <tr> <td>INSURER C: Continental Casualty Company</td> <td>20443</td> </tr> <tr> <td>INSURER D: Transportation Ins. Company</td> <td>20494</td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F: Travelers Casualty &amp; Surety Co</td> <td>31194</td> </tr> </tbody> </table>		INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Valley Forge Insurance Co.	20508	INSURER B: American Cas. Co. of Reading, PA	20427	INSURER C: Continental Casualty Company	20443	INSURER D: Transportation Ins. Company	20494	INSURER E:		INSURER F: Travelers Casualty & Surety Co
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**INSURED** MGTOF-1  
MGT of America, Inc.  
Public Resource Management Inc.  
3800 Esplanade Way, Ste 210  
Tallahassee FL 32311

**COVERAGES** CERTIFICATE NUMBER: 2135679487 REVISION NUMBER:  
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
C	<b>GENERAL LIABILITY</b> <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> A-XV Rating GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	Y	Y	P2093390918	7/1/2013	7/1/2014	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$300,000 MED EXP (Any one person) \$5,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000 \$
B	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> A-XV Rating <input checked="" type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS	Y	Y	2093563501	7/1/2013	7/1/2014	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
C	<input checked="" type="checkbox"/> <b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$10,000			2093563496	7/1/2013	7/1/2014	EACH OCCURRENCE \$\$5,000,000 AGGREGATE \$ \$
A D	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y	N/A	3011086712 3011086788 CA	7/1/2013 7/1/2013	7/1/2014 7/1/2014	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTH-ER CA EL-below E.L. EACH ACCIDENT \$500,000 E.L. DISEASE - EA EMPLOYEE \$500,000 E.L. DISEASE - POLICY LIMIT \$500,000
F	Professional Liability(E&O) Claims-Made Form 7/5/95 Retro Date; A-XIV			105638880	7/1/2013	7/1/2014	Per Claim 2,000,000 Aggregate 3,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)  
Umbrella: A-XV Rating. All Other Workers' Comp and CA Workers' Comp: A-XV Rating. California Employers Liability Limits: \$1,000,000  
Each Accident/\$1,000,000 Disease Policy Limit/\$1,000,000 Disease Each Employee.  
Project: State Mandated Cost (SB90) Claiming & Cost Allocation Services

<b>CERTIFICATE HOLDER</b>  County of Amador 500 Argonaut Land Jackson CA 95642-9534	<b>CANCELLATION</b>  SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE 
-------------------------------------------------------------------------------------------------	--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------

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**IMPORTANT: THIS ENDORSEMENT CONTAINS DUTIES THAT APPLY TO THE ADDITIONAL INSURED IN THE EVENT OF OCCURRENCE, OFFENSE, CLAIM OR SUIT. SEE PARAGRAPH C.1. OF THIS ENDORSEMENT FOR THESE DUTIES.**

**ALSO, THIS ENDORSEMENT CHANGES THE CONTRACTUAL LIABILITY COVERAGE WITH RESPECTS TO THE "BODILY INJURY" OR "PROPERTY DAMAGE" ARISING OUT OF THE "PRODUCTS-COMPLETED OPERATIONS HAZARD". SEE PARAGRAPH B.3. OF THIS ENDORSEMENT FOR THIS COVERAGE CHANGE.**

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**  
**CONTRACTOR'S SCHEDULED AND BLANKET ADDITIONAL INSURED**  
**ENDORSEMENT WITH LIMITED PRODUCTS-COMPLETED OPERATIONS**  
**COVERAGE**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

**SCHEDULE**

Name of Person or Organization:

Designated Project:

(Coverage under this endorsement is not affected by an entry or lack of entry in the Schedule above.)

**A. WHO IS AN INSURED** (Section II) is amended to include as an Insured any person or organization, including any person or organization shown in the schedule above, (called additional insured) whom you are required to add as an additional insured on this policy under a written contract or written agreement; but the written contract or written agreement must be:

1. Currently in effect or becoming effective during the term of this policy; and
2. Executed prior to the "bodily injury," "property damage," or "personal and advertising injury".

**B. The insurance provided to the additional insured is limited as follows:**

1. That person or organization is an additional insured solely for liability due to your negligence specifically resulting from "your work" for the additional insured which is the subject of the written contract or written agreement. No coverage applies to liability resulting from the sole negligence of the additional insured.

2. The Limits of Insurance applicable to the additional insured are those specified in the written contract or written agreement or in the Declarations of this policy, whichever is less. These Limits of Insurance are inclusive of, and not in addition to, the Limits of Insurance shown in the Declarations.

3. The coverage provided to the additional insured by this endorsement and paragraph f. of the definition of "insured contract" under DEFINITIONS (Section V) do not apply to "bodily injury" or "property damage" arising out of the "products-completed operations hazard" unless required by the written contract or written agreement. When coverage does apply to "bodily injury" or "property damage" arising out of the "products-completed operations hazard" such coverage will not apply beyond:

- a. The period of time required by the written contract or written agreement; or

00002001420933909180021



- b. 5 years from the completion of "your work" on the project which is the subject of the written contract or written agreement,  
whichever is less.
- 4. The insurance provided to the additional insured does not apply to "bodily injury," "property damage," or "personal and advertising injury" arising out of an architect's, engineer's, or surveyor's rendering of or failure to render any professional services including:
  - a. The preparing, approving, or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; and
  - b. Supervisory, or inspection activities performed as part of any related architectural or engineering activities.
- C. As respects the coverage provided under this endorsement, **SECTION IV -- COMMERCIAL GENERAL LIABILITY CONDITIONS** are amended as follows:
  - 1. The following is added to the Duties In The Event of Occurrence, Offense, Claim or Suit Condition:
    - e. An additional insured under this endorsement will as soon as practicable:
      - (1) Give written notice of an occurrence or an offense to us which may result in a claim or "suit" under this insurance;
      - (2) Tender the defense and indemnity of any claim or "suit" to any other insurer which also has insurance for a loss we cover under this Coverage Part; and
      - (3) Agree to make available any other insurance which the additional insured has for a loss we cover under this Coverage Part.
    - f. We have no duty to defend or indemnify an additional insured under this endorsement until we receive written notice of a claim or "suit" from the additional insured.
  - 2. Paragraph 4.b. of the Other Insurance Condition is deleted and replaced with the following:
    - 4. Other Insurance
      - b. Excess Insurance  
This insurance is excess over any other insurance naming the additional insured as an insured whether primary, excess, contingent or on any other basis unless a written contract or written agreement specifically requires that this insurance be either primary or primary and noncontributing.



**WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY INSURANCE POLICY**

**BLANKET WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS**

This endorsement changes the policy to which it is attached.

It is agreed that **Part One Workers' Compensation Insurance G. Recovery From Others** and **Part Two Employers' Liability Insurance H. Recovery From Others** are amended by adding the following:

We will not enforce our right to recover against persons or organizations. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

**PREMIUM CHARGE -**

The charge will be an amount to which you and we agree that is a percentage of the total standard premium for California exposure. The amount is

2002030877030004915541685



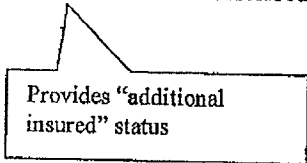


## AUTOMOBILE ADDITIONAL INSURED & WAIVER OF SUBROGATION

### 1. Who Is An Insured

The following are "insureds":

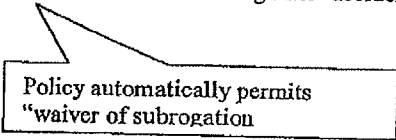
- a. You for any covered "auto".
- b. Anyone else while using with your permission a covered "auto" you own, hire or borrow except:
  - (1) The owner or anyone else from whom you hire or borrow a covered "auto". This exception does not apply if the covered "auto" is a "trailer" connected to a covered "auto" you own.
  - (2) Your "employee" if the covered "auto" is owned by that "employee" or a member of his or her household.
  - (3) Someone using a covered "auto" while he or she is working in a business of selling, servicing, repairing, parking or storing "autos" unless that business is yours.
  - (4) Anyone other than your "employees", partners (if you are a partnership), members (if you are a limited liability company), or a lessee or borrower or any of their "employees", while moving property to or from a covered "auto".
  - (5) A partner (if you are a partnership), or a member (if you are a limited liability company) for a covered "auto" owned by him or her or a member of his or her household.
- c. Anyone liable for the conduct of an "insured" described above but only to the extent of that liability.



Provides "additional insured" status

### 5. Transfer Of Rights Of Recovery Against Others To Us

If any person or organization to or for whom we make payment under this Coverage Form has rights to recover damages from another, those rights are transferred to us. That person or organization must do everything necessary to secure our rights and must do nothing after "accident" or "loss" to impair them.



Policy automatically permits "waiver of subrogation"

**B. Owned Autos You Acquire After The Policy Begins**

1. If Symbols 1, 2, 3, 4, 5, 6 or 19 are entered next to a coverage in Item Two of the Declarations, then you have coverage for "autos" that you acquire of the type described for the remainder of the policy period.
2. But, if Symbol 7 is entered next to a coverage in Item Two of the Declarations, an "auto" you acquire will be a covered "auto" for that coverage only if:
  - a. We already cover all "autos" that you own for that coverage or it replaces an "auto" you previously owned that had that coverage; and
  - b. You tell us within 30 days after you acquire it that you want us to cover it for that coverage.

**C. Certain Trailers, Mobile Equipment And Temporary Substitute Autos**

If Liability Coverage is provided by this Coverage Form, the following types of vehicles are also covered "autos" for Liability Coverage:

1. "Trailers" with a load capacity of 2,000 pounds or less designed primarily for travel on public roads.
2. "Mobile equipment" while being carried or towed by a covered "auto."
3. Any "auto" you do not own while used with the permission of its owner as a temporary substitute for a covered "auto" you own that is out of service because of its:
  - a. Breakdown;
  - b. Repair;
  - c. Servicing;
  - d. "Loss"; or
  - e. Destruction.

**SECTION II - LIABILITY COVERAGE****A. Coverage**

We will pay all sums an "insured" legally must pay as damages because of "bodily injury" or "property damage" to which this insurance applies, caused by an "accident" and resulting from the ownership, maintenance or use of a covered "auto."

We will also pay all sums an "insured" legally must pay as a "covered pollution cost or expense" to which this insurance applies, caused by an "accident" and resulting from the ownership, maintenance or use of covered "autos." However, we will only pay for the "covered pollution cost or expense" if there is either "bodily injury" or "property damage" to which this insurance applies that is caused by the same "accident."

We have the right and duty to defend any "insured" against a "suit" asking for such damages or a

"covered pollution cost or expense." However, we have no duty to defend any "insured" against a "suit" seeking damages for "bodily injury" or "property damage" or a "covered pollution cost or expense" to which this insurance does not apply. We may investigate and settle any claim or "suit" as we consider appropriate. Our duty to defend or settle ends when the Liability Coverage Limit of Insurance has been exhausted by payment of judgments or settlements.

**1. Who Is An Insured**

The following are "insureds":

- a. You for any covered "auto."
- b. Anyone else while using with your permission a covered "auto" you own, hire or borrow except:

- (1) The owner or anyone else from whom you hire or borrow a covered "auto." This exception does not apply if the covered "auto" is a "trailer" connected to a covered "auto" you own.
- (2) Your "employee" if the covered "auto" is owned by that "employee" or a member of his or her household.
- (3) Someone using a covered "auto" while he or she is working in a business of selling, servicing, repairing, parking or storing "autos" unless that business is yours.
- (4) Anyone other than your "employees," partners (if you are a partnership), members (if you are a limited liability company), or a lessee or borrower or any of their "employees," while moving property to or from a covered "auto."
- (5) A partner (if you are a partnership), or a member (if you are a limited liability company) for a covered "auto" owned by him or her or a member of his or her household.

- c. Anyone liable for the conduct of an "insured" described above but only to the extent of that liability.

**2. Coverage Extensions****a. Supplementary Payments**

We will pay for the "insured":

- (1) All expenses we incur.
- (2) Up to \$2,000 for cost of bail bonds (including bonds for related traffic law violations) required because of an "accident" we cover. We do not have to furnish these bonds.
- (3) The cost of bonds to release attachments in any "suit" against the "insured" we defend, but only for bond amounts within our Limit of Insurance.

#### SECTION IV - BUSINESS AUTO CONDITIONS

The following conditions apply in addition to the Common Policy Conditions:

##### A. Loss Conditions

###### 1. Appraisal For Physical Damage Loss

If you and we disagree on the amount of "loss," either may demand an appraisal of the "loss." In this event, each party will select a competent appraiser. The two appraisers will select a competent and impartial umpire. The appraisers will state separately the actual cash value and amount of "loss." If they fail to agree, they will submit their differences to the umpire. A decision agreed to by any two will be binding. Each party will:

- a. Pay its chosen appraiser; and
- b. Bear the other expenses of the appraisal and umpire equally.

If we submit to an appraisal, we will still retain our right to deny the claim.

###### 2. Duties In The Event Of Accident, Claim, Suit Or Loss

We have no duty to provide coverage under this policy unless there has been full compliance with the following duties:

- a. In the event of "accident," claim, "suit" or "loss," you must give us or our authorized representative prompt notice of the "accident" or "loss." Include:

- (1) How, when and where the "accident" or "loss" occurred;
- (2) The "insured's" name and address; and
- (3) To the extent possible, the names and addresses of any injured persons and witnesses.

- b. Additionally, you and any other involved "insured" must:

- (1) Assume no obligation, make no payment or incur no expense without our consent, except at the "insured's" own cost.
- (2) Immediately send us copies of any request, demand, order, notice, summons or legal paper received concerning the claim or "suit."
- (3) Cooperate with us in the investigation or settlement of the claim or defense against the "suit."

- (4) Authorize us to obtain medical records or other pertinent information.

- (5) Submit to examination, at our expense, by physicians of our choice, as often as we reasonably require.

- c. If there is "loss" to a covered "auto" or its equipment you must also do the following:

- (1) Promptly notify the police if the covered "auto" or any of its equipment is stolen.

- (2) Take all reasonable steps to protect the covered "auto" from further damage. Also keep a record of your expenses for consideration in the settlement of the claim.

- (3) Permit us to inspect the covered "auto" and records proving the "loss" before its repair or disposition.

- (4) Agree to examinations under oath at our request and give us a signed statement of your answers.

###### 3. Legal Action Against Us

No one may bring a legal action against us under this Coverage Form until:

- a. There has been full compliance with all the terms of this Coverage Form; and

- b. Under Liability Coverage, we agree in writing that the "insured" has an obligation to pay or until the amount of that obligation has finally been determined by judgment after trial. No one has the right under this policy to bring us into an action to determine the "insured's" liability.

###### 4. Loss Payment - Physical Damage Coverages

At our option we may:

- a. Pay for, repair or replace damaged or stolen property;

- b. Return the stolen property, at our expense. We will pay for any damage that results to the "auto" from the theft; or

- c. Take all or any part of the damaged or stolen property at an agreed or appraised value.

If we pay for the "loss," our payment will include the applicable sales tax for the damaged or stolen property.

###### 5. Transfer Of Rights Of Recovery Against Others To Us

If any person or organization to or for whom we make payment under this Coverage Form has rights to recover damages from another, those rights are transferred to us. That person or organization must do everything necessary to secure our rights and must do nothing after "accident" or "loss" to impair them.

##### B. General Conditions

###### 1. Bankruptcy

Bankruptcy or insolvency of the "insured" or the "insured's" estate will not relieve us of any obligations under this Coverage Form.

###### 2. Concealment, Misrepresentation Or Fraud

This Coverage Form is void in any case of fraud by you at any time as it relates to this Coverage

500200030077000098155-0028



POLICY NUMBER: 2093390918

COMMERCIAL GENERAL LIABILITY  
CG 24 04 05 09

## WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART  
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

### SCHEDULE

**Name Of Person Or Organization:**

Refer to SCHEDULE CG2404

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The following is added to Paragraph 8. **Transfer Of Rights Of Recovery Against Others To Us** of Section IV – Conditions:

We waive any right of recovery we may have against the person or organization shown in the Schedule above because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazard." This waiver applies only to the person or organization shown in the Schedule above.

000016

0022030697703069815541124



# AGENDA TRANSMITTAL FORM

*Agmt*

To: Board of Supervisors

Date: 10-8-13

From: Eugene J. Lowe, Auditor-Controller Phone Ext. 363  
 (Department Head - please type)

Department Head Signature *Eugene J. Lowe*

- Regular Agenda
- Consent Agenda
- Blue Slip
- Closed Session

Meeting Date Requested:  
10/22/13

Agenda Title: Contract for OMB A-87 Cost Allocation Plan

Summary: (Provide detailed summary of the purpose of this item; attach additional page if necessary)

Professional Services Agreement for OMB A-87 Cost Allocation Plan with MGT of America.

Recommendation/Requested Action:  
Approve contract for \$6,500.00

Fiscal Impacts (attach budget transfer form if appropriate)

Budgeted

Staffing Impacts

Is a 4/5ths vote required? Yes  No

Contract Attached: Yes  No  N/A   
 Resolution Attached: Yes  No  N/A   
 Ordinance Attached: Yes  No  N/A

Committee Review? N/A

Name \_\_\_\_\_

Committee Recommendation: \_\_\_\_\_

Comments: \_\_\_\_\_

Request Reviewed by:

Chairman \_\_\_\_\_

Counsel GG

Auditor EJL

GSA Director Hop - Low SOURCE ACCORDING TO AUDITOR

CAO \_\_\_\_\_

Risk Management JMT

Distribution Instructions: (Inter-Departmental Only, the requesting Department is responsible for distribution outside County Departments)

Auditor: Risk

### FOR CLERK USE ONLY

Meeting Date 10/22/13

Time \_\_\_\_\_

Item # 4C

Board Action: Approved Yes \_\_\_ No \_\_\_ Unanimous Vote: Yes \_\_\_ No \_\_\_

Ayes: \_\_\_\_\_ Resolution \_\_\_\_\_ Ordinance \_\_\_\_\_ Other: \_\_\_\_\_

Noes: \_\_\_\_\_ Resolution \_\_\_\_\_ Ordinance \_\_\_\_\_

Absent: \_\_\_\_\_ Comments: \_\_\_\_\_

Distributed on \_\_\_\_\_

A new ATF is required from \_\_\_\_\_

I hereby certify this is a true and correct copy of action(s) taken and entered into the official records of the Amador County Board of Supervisors.

Completed by \_\_\_\_\_

Department \_\_\_\_\_

ATTEST: \_\_\_\_\_

For meeting \_\_\_\_\_

Clerk or Deputy Board Clerk

of \_\_\_\_\_

Save ....

**MGT Sacramento**  
2001 P Street, Suite 200  
Sacramento, CA 95811  
p: (916) 595-2646  
f: (916) 720-0305  
www.mgtofamerica.com



September 11, 2013

Mr. Eugene J. Lowe  
Auditor–Controller  
County of Amador  
810 Court Street  
Jackson, CA 95642

**Subject:** Contract for Cost Allocation Plan Services

Dear Mr. Lowe:

Enclosed are two signed copies of the contract for cost allocation plan services. Please sign and return one copy to the address below.

Thank you very much for the opportunity to assist the county in preparing the cost allocation plan. Please feel free to contact Christine Reynolds or me via email or telephone if you have further questions. Our Sacramento office address and her contact information is below:

**Christine M Reynolds**  
MGT of America, Inc.  
2001 P Street, Suite 200  
Sacramento, CA 95811  
916-212-2085  
[christine\\_reynolds@mgtamer.com](mailto:christine_reynolds@mgtamer.com)

Sincerely,

A handwritten signature in black ink, appearing to read "J. Bradley Burgess", with a long horizontal line extending to the right.

**J. Bradley Burgess**  
Senior Partner & Vice President  
MGT of America, Costing Services Unit  
[bburgess@mgtamer.com](mailto:bburgess@mgtamer.com)



## PROFESSIONAL SERVICES AGREEMENT

This agreement is made by and between the County of Amador (the County), and MGT of America, Inc. (the Consultant).

- A. Engagement: The County agrees to engage the Consultant to perform the services described below, the project described as **Cost Allocation Plan preparation services.**
- B. Services: The Consultant agrees to perform certain services necessary for the completion and submission to the State Controller of the OMB A-87 Cost Allocation Plan. Services described in Attachment A.
- C. Relationship: The Consultant is an independent contractor and is not to be considered an agent or employee of the County.
- D. Compensation Amounts and Terms: For services provided pursuant to this agreement County shall pay the Consultant upon receipt of invoice based on the payment schedule contained in Attachment B.
- E. Term: The term of this agreement shall commence on September 30, 2013, and conclude June 30<sup>th</sup> 2014.
- F. Consultant Responsibility: The Consultant shall assist in directing County staff in data and documentation necessary to complete the cost allocation plan. Consultant shall complete cost allocation plan in a timely and expeditious manner.
- G. County Responsibility: The County shall supply, with guidance from the Consultant, all necessary financial, statistical and activity data required to complete the cost plan. Consultant shall assume all data so supplied by the County is accurate.
- H. Consultant Liability: The Consultant shall not be responsible for the cost allocation plan as a result of inadequate data provided by the County, i.e., inaccurate, incomplete, or untimely data. Any subsequent disallowance of funds paid to the County as a result of the cost plan prepared pursuant to this Agreement, is the sole responsibility of the County.
- I. Consultant shall indemnify and hold harmless County from any and all claims, demands, actions, liability or loss which may arise for or be incurred as a result of the negligent performance of this Agreement by Consultant. The Consultant's total liability under this



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# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
10/11/2013

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Earl Bacon Agency, Inc. P.O. Box 12039 Tallahassee FL 32317		<b>CONTACT NAME:</b> Nancy Klucher / Bobby Bacon <b>PHONE (A/C, No, Ext):</b> 850-878-2121 <b>E-MAIL ADDRESS:</b> bbacon@earlbacon.com <b>FAX (A/C, No):</b> 850-878-2128	
<b>INSURED</b> MGT of America, Inc. Public Resource Management Inc. 3800 Esplanade Way, Ste 210 Tallahassee FL 32311		<b>INSURER(S) AFFORDING COVERAGE</b> <b>INSURER A:</b> Valley Forge Insurance Co. NAIC # 20508 <b>INSURER B:</b> American Cas. Co. of Reading, PA 20427 <b>INSURER C:</b> Continental Casualty Company 20443 <b>INSURER D:</b> Transportation Ins. Company 20494 <b>INSURER E:</b> <b>INSURER F:</b> Travelers Casualty & Surety Co 31194	

**COVERAGES** CERTIFICATE NUMBER: 2135679487 REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.


INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
C	<b>GENERAL LIABILITY</b> <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> A-XV Rating GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	Y	Y	P2093390918	7/1/2013	7/1/2014	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$300,000 MED EXP (Any one person) \$5,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COM/POP AGG \$2,000,000 \$
B	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS <input checked="" type="checkbox"/> A-XV Rating	Y	Y	2093563501	7/1/2013	7/1/2014	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
C	<input checked="" type="checkbox"/> <b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$10,000			2093563496	7/1/2013	7/1/2014	EACH OCCURRENCE \$\$5,000,000 AGGREGATE \$ \$
A D	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y N/A		3011086712 3011086788 CA	7/1/2013 7/1/2013	7/1/2014 7/1/2014	<input checked="" type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER CA EL-below E.L. EACH ACCIDENT \$500,000 E.L. DISEASE - EA EMPLOYEE \$500,000 E.L. DISEASE - POLICY LIMIT \$500,000
F	Professional Liability(E&O) Claims-Made Form 7/5/95 Retro Date; A-XIV			105638880	7/1/2013	7/1/2014	Per Claim 2,000,000 Aggregate 3,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

Umbrella: A-XV Rating. All Other Workers' Comp and CA Workers' Comp: A-XV Rating. California Employers Liability Limits: \$1,000,000 Each Accident/\$1,000,000 Disease Policy Limit/\$1,000,000 Disease Each Employee.  
Project: State Mandated Cost (SB90) Claiming & Cost Allocation Services

### CERTIFICATE HOLDER

### CANCELLATION

County of Amador 500 Argonaut Land Jackson CA 95642-9534	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE 
----------------------------------------------------------------	-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------

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**IMPORTANT: THIS ENDORSEMENT CONTAINS DUTIES THAT APPLY TO THE ADDITIONAL INSURED IN THE EVENT OF OCCURRENCE, OFFENSE, CLAIM OR SUIT. SEE PARAGRAPH C.1. OF THIS ENDORSEMENT FOR THESE DUTIES.**

**ALSO, THIS ENDORSEMENT CHANGES THE CONTRACTUAL LIABILITY COVERAGE WITH RESPECTS TO THE "BODILY INJURY" OR "PROPERTY DAMAGE" ARISING OUT OF THE "PRODUCTS-COMPLETED OPERATIONS HAZARD". SEE PARAGRAPH B.3. OF THIS ENDORSEMENT FOR THIS COVERAGE CHANGE.**

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**  
**CONTRACTOR'S SCHEDULED AND BLANKET ADDITIONAL INSURED**  
**ENDORSEMENT WITH LIMITED PRODUCTS-COMPLETED OPERATIONS**  
**COVERAGE**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

**SCHEDULE**

Name of Person or Organization:

Designated Project:

(Coverage under this endorsement is not affected by an entry or lack of entry in the Schedule above.)

- A. WHO IS AN INSURED (Section II) is amended to include as an insured any person or organization, including any person or organization shown in the schedule above, (called additional insured) whom you are required to add as an additional insured on this policy under a written contract or written agreement; but the written contract or written agreement must be:
  - 1. Currently in effect or becoming effective during the term of this policy; and
  - 2. Executed prior to the "bodily injury," "property damage," or "personal and advertising injury".
- B. The insurance provided to the additional insured is limited as follows:
  - 1. That person or organization is an additional insured solely for liability due to your negligence specifically resulting from "your work" for the additional insured which is the subject of the written contract or written agreement. No coverage applies to liability resulting from the sole negligence of the additional insured.
  - 2. The Limits of Insurance applicable to the additional insured are those specified in the written contract or written agreement or in the Declarations of this policy, whichever is less. These Limits of Insurance are inclusive of, and not in addition to, the Limits of Insurance shown in the Declarations.
  - 3. The coverage provided to the additional insured by this endorsement and paragraph f. of the definition of "insured contract" under DEFINITIONS (Section V) do not apply to "bodily injury" or "property damage" arising out of the "products-completed operations hazard" unless required by the written contract or written agreement. When coverage does apply to "bodily injury" or "property damage" arising out of the "products-completed operations hazard" such coverage will not apply beyond:
    - a. The period of time required by the written contract or written agreement; or

00000001 02/09/03 001 18082



- b. 5 years from the completion of "your work" on the project which is the subject of the written contract or written agreement,  
whichever is less.
- 4. The insurance provided to the additional insured does not apply to "bodily injury," "property damage," or "personal and advertising injury" arising out of an architect's, engineer's, or surveyor's rendering of or failure to render any professional services including:
  - a. The preparing, approving, or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; and
  - b. Supervisory, or inspection activities performed as part of any related architectural or engineering activities.
- C. As respects the coverage provided under this endorsement, **SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS** are amended as follows:
  - 1. The following is added to the Duties In The Event of Occurrence, Offense, Claim or Suit Condition:
    - e. An additional insured under this endorsement will as soon as practicable:
      - (1) Give written notice of an occurrence or an offense to us which may result in a claim or "suit" under this insurance;
      - (2) Tender the defense and indemnity of any claim or "suit" to any other insurer which also has insurance for a loss we cover under this Coverage Part; and
      - (3) Agree to make available any other insurance which the additional insured has for a loss we cover under this Coverage Part.
    - f. We have no duty to defend or indemnify an additional insured under this endorsement until we receive written notice of a claim or "suit" from the additional insured.
  - 2. Paragraph 4.b. of the Other Insurance Condition is deleted and replaced with the following:
    - 4. Other Insurance
      - b. Excess Insurance  
This insurance is excess over any other insurance naming the additional insured as an insured whether primary, excess, contingent or on any other basis unless a written contract or written agreement specifically requires that this insurance be either primary or primary and noncontributing.



**WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY INSURANCE POLICY**

**BLANKET WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS**

This endorsement changes the policy to which it is attached.

It is agreed that **Part One Workers' Compensation Insurance G. Recovery From Others** and **Part Two Employers' Liability Insurance H. Recovery From Others** are amended by adding the following:

We will not enforce our right to recover against persons or organizations. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

**PREMIUM CHARGE -**

The charge will be an amount to which you and we agree that is a percentage of the total standard premium for California exposure. The amount is

20020303067703030415541685

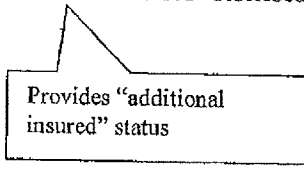


## AUTOMOBILE ADDITIONAL INSURED & WAIVER OF SUBROGATION

### 1. Who Is An Insured

The following are "insureds":

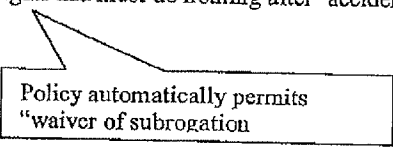
- a. You for any covered "auto".
- b. Anyone else while using with your permission a covered "auto" you own, hire or borrow except:
  - (1) The owner or anyone else from whom you hire or borrow a covered "auto". This exception does not apply if the covered "auto" is a "trailer" connected to a covered "auto" you own.
  - (2) Your "employee" if the covered "auto" is owned by that "employee" or a member of his or her household.
  - (3) Someone using a covered "auto" while he or she is working in a business of selling, servicing, repairing, parking or storing "autos" unless that business is yours.
  - (4) Anyone other than your "employees", partners (if you are a partnership), members (if you are a limited liability company), or a lessee or borrower or any of their "employees", while moving property to or from a covered "auto".
  - (5) A partner (if you are a partnership), or a member (if you are a limited liability company) for a covered "auto" owned by him or her or a member of his or her household.
- c. Anyone liable for the conduct of an "insured" described above but only to the extent of that liability.



Provides "additional insured" status

### 5. Transfer Of Rights Of Recovery Against Others To Us

If any person or organization to or for whom we make payment under this Coverage Form has rights to recover damages from another, those rights are transferred to us. That person or organization must do everything necessary to secure our rights and must do nothing after "accident" or "loss" to impair them.



Policy automatically permits "waiver of subrogation"

**B. Owned Autos You Acquire After The Policy Begins**

1. If Symbols 1, 2, 3, 4, 5, 6 or 19 are entered next to a coverage in Item Two of the Declarations, then you have coverage for "autos" that you acquire of the type described for the remainder of the policy period.
2. But, if Symbol 7 is entered next to a coverage in Item Two of the Declarations, an "auto" you acquire will be a covered "auto" for that coverage only if:
  - a. We already cover all "autos" that you own for that coverage or it replaces an "auto" you previously owned that had that coverage; and
  - b. You tell us within 30 days after you acquire it that you want us to cover it for that coverage.

**C. Certain Trailers, Mobile Equipment And Temporary Substitute Autos**

If Liability Coverage is provided by this Coverage Form, the following types of vehicles are also covered "autos" for Liability Coverage:

1. "Trailers" with a load capacity of 2,000 pounds or less designed primarily for travel on public roads.
2. "Mobile equipment" while being carried or towed by a covered "auto."
3. Any "auto" you do not own while used with the permission of its owner as a temporary substitute for a covered "auto" you own that is out of service because of its:
  - a. Breakdown;
  - b. Repair;
  - c. Servicing;
  - d. "Loss"; or
  - e. Destruction.

**SECTION II - LIABILITY COVERAGE****A. Coverage**

We will pay all sums an "insured" legally must pay as damages because of "bodily injury" or "property damage" to which this insurance applies, caused by an "accident" and resulting from the ownership, maintenance or use of a covered "auto."

We will also pay all sums an "insured" legally must pay as a "covered pollution cost or expense" to which this insurance applies, caused by an "accident" and resulting from the ownership, maintenance or use of covered "autos." However, we will only pay for the "covered pollution cost or expense" if there is either "bodily injury" or "property damage" to which this insurance applies that is caused by the same "accident."

We have the right and duty to defend any "Insured" against a "suit" asking for such damages or a

"covered pollution cost or expense." However, we have no duty to defend any "insured" against a "suit" seeking damages for "bodily injury" or "property damage" or a "covered pollution cost or expense" to which this insurance does not apply. We may investigate and settle any claim or "suit" as we consider appropriate. Our duty to defend or settle ends when the Liability Coverage Limit of Insurance has been exhausted by payment of judgments or settlements.

**1. Who Is An Insured**

The following are "insureds":

- a. You for any covered "auto."
- b. Anyone else while using with your permission a covered "auto" you own, hire or borrow except:

(1) The owner or anyone else from whom you hire or borrow a covered "auto." This exception does not apply if the covered "auto" is a "trailer" connected to a covered "auto" you own.

(2) Your "employee" if the covered "auto" is owned by that "employee" or a member of his or her household.

(3) Someone using a covered "auto" while he or she is working in a business of selling, servicing, repairing, parking or storing "autos" unless that business is yours.

(4) Anyone other than your "employees," partners (if you are a partnership), members (if you are a limited liability company), or a lessee or borrower or any of their "employees," while moving property to or from a covered "auto."

(5) A partner (if you are a partnership), or a member (if you are a limited liability company) for a covered "auto" owned by him or her or a member of his or her household.

- c. Anyone liable for the conduct of an "insured" described above but only to the extent of that liability.

**2. Coverage Extensions****a. Supplementary Payments**

We will pay for the "insured":

- (1) All expenses we incur.
- (2) Up to \$2,000 for cost of bail bonds (including bonds for related traffic law violations) required because of an "accident" we cover. We do not have to furnish these bonds.
- (3) The cost of bonds to release attachments in any "suit" against the "insured" we defend, but only for bond amounts within our Limit of Insurance.

**SECTION IV - BUSINESS AUTO CONDITIONS**

The following conditions apply in addition to the Common Policy Conditions:

**A. Loss Conditions**

**1. Appraisal For Physical Damage Loss**

If you and we disagree on the amount of "loss," either may demand an appraisal of the "loss." In this event, each party will select a competent appraiser. The two appraisers will select a competent and impartial umpire. The appraisers will state separately the actual cash value and amount of "loss." If they fail to agree, they will submit their differences to the umpire. A decision agreed to by any two will be binding. Each party will:

- a. Pay its chosen appraiser; and
- b. Bear the other expenses of the appraisal and umpire equally.

If we submit to an appraisal, we will still retain our right to deny the claim.

**2. Duties In The Event Of Accident, Claim, Suit Or Loss**

We have no duty to provide coverage under this policy unless there has been full compliance with the following duties:

- a. In the event of "accident," claim, "suit" or "loss," you must give us or our authorized representative prompt notice of the "accident" or "loss." Include:
  - (1) How, when and where the "accident" or "loss" occurred;
  - (2) The "insured's" name and address; and
  - (3) To the extent possible, the names and addresses of any injured persons and witnesses.
- b. Additionally, you and any other involved "insured" must:
  - (1) Assume no obligation, make no payment or incur no expense without our consent, except at the "insured's" own cost.
  - (2) Immediately send us copies of any request, demand, order, notice, summons or legal paper received concerning the claim or "suit."
  - (3) Cooperate with us in the investigation or settlement of the claim or defense against the "suit."
  - (4) Authorize us to obtain medical records or other pertinent information.
  - (5) Submit to examination, at our expense, by physicians of our choice, as often as we reasonably require.
- c. If there is "loss" to a covered "auto" or its equipment you must also do the following:

- (1) Promptly notify the police if the covered "auto" or any of its equipment is stolen.
- (2) Take all reasonable steps to protect the covered "auto" from further damage. Also keep a record of your expenses for consideration in the settlement of the claim.
- (3) Permit us to inspect the covered "auto" and records proving the "loss" before its repair or disposition.
- (4) Agree to examinations under oath at our request and give us a signed statement of your answers.

**3. Legal Action Against Us**

No one may bring a legal action against us under this Coverage Form until:

- a. There has been full compliance with all the terms of this Coverage Form; and
- b. Under Liability Coverage, we agree in writing that the "insured" has an obligation to pay or until the amount of that obligation has finally been determined by judgment after trial. No one has the right under this policy to bring us into an action to determine the "insured's" liability.

**4. Loss Payment - Physical Damage Coverages**

At our option we may:

- a. Pay for, repair or replace damaged or stolen property;
- b. Return the stolen property, at our expense. We will pay for any damage that results to the "auto" from the theft; or
- c. Take all or any part of the damaged or stolen property at an agreed or appraised value.

If we pay for the "loss," our payment will include the applicable sales tax for the damaged or stolen property.

**5. Transfer Of Rights Of Recovery Against Others To Us**

If any person or organization to or for whom we make payment under this Coverage Form has rights to recover damages from another, those rights are transferred to us. That person or organization must do everything necessary to secure our rights and must do nothing after "accident" or "loss" to impair them.

**B. General Conditions**

**1. Bankruptcy**

Bankruptcy or insolvency of the "insured" or the "insured's" estate will not relieve us of any obligations under this Coverage Form.

**2. Concealment, Misrepresentation Or Fraud**

This Coverage Form is void in any case of fraud by you at any time as it relates to this Coverage

50202203087700000691515549028



POLICY NUMBER: 2093390918

COMMERCIAL GENERAL LIABILITY  
CG 24 04 05 09

## WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART  
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

### SCHEDULE

**Name Of Person Or Organization:**

Refer to SCHEDULE CG2404

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The following is added to Paragraph 8. **Transfer Of Rights Of Recovery Against Others To Us** of Section IV – Conditions:

We waive any right of recovery we may have against the person or organization shown in the Schedule above because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazard." This waiver applies only to the person or organization shown in the Schedule above.

000016

0002030697703069481541124





Agmt

# AGENDA TRANSMITTAL FORM

<input type="checkbox"/>	Regular Agenda
<input checked="" type="checkbox"/>	Consent Agenda
<input type="checkbox"/>	Blue Slip
<input type="checkbox"/>	Closed Session
Meeting Date Requested:	
10/22/13	

To: Board of Supervisors

Date: October 10, 2013

From: Jon Hopkins, Director Phone Ext. X759

(Department Head *(please type)*)

Department Head Signature \_\_\_\_\_

Agenda Title: Contract approval for RFQ 13-16 for Rabbit Creek Causeway Culvert Grout Project.

Summary: (Provide detailed summary of the purpose of this item; attach additional page if necessary)

On October 8, 2013, RFQ 13-16 was awarded to AVAR Construction, Inc. for Rabbit Creek Causeway Culvert Grout Project. The Community Development Director has negotiated a clear scope of services with AVAR Construction, Inc. based upon agreeable terms and conditions with a limit not to exceed for the Board's review and approval.

Recommendation: 1) Approve the attached contract for Rabbit Creek Causeway Culvert Grout Project in an amount not to exceed \$47,640.60 to AVAR Construction, Inc..

Recommendation/Requested Action:  
See above recommendation.

Fiscal Impacts (attach budget transfer form if appropriate) \_\_\_\_\_ Staffing Impacts N/A

Budgeted \_\_\_\_\_

Is a 4/5ths vote required? Yes  No

Committee Review? N/A

Name \_\_\_\_\_

Committee Recommendation: \_\_\_\_\_

Contract Attached: Yes  No  N/A

Resolution Attached: Yes  No  N/A

Ordinance Attached: Yes  No  N/A

Comments: \_\_\_\_\_

Request Reviewed by:

Chairman \_\_\_\_\_ Counsel GG

Auditor JH GSA Director Hop

CAO \_\_\_\_\_ Risk Management \_\_\_\_\_

Distribution Instructions: (Inter-Departmental Only, the requesting Department is responsible for distribution outside County Departments)

GSA-Jon Hopkins, Public Works-Aaron Brusatori.

### FOR CLERK USE ONLY

Meeting Date 10/22/13 Time \_\_\_\_\_ Item # 4d

Board Action: Approved Yes \_\_\_\_\_ No \_\_\_\_\_ Unanimous Vote: Yes \_\_\_\_\_ No \_\_\_\_\_

Ayes: \_\_\_\_\_ Resolution \_\_\_\_\_ Ordinance \_\_\_\_\_ Other: \_\_\_\_\_

Noes \_\_\_\_\_ Resolution \_\_\_\_\_ Ordinance \_\_\_\_\_

Absent: \_\_\_\_\_ Comments: \_\_\_\_\_

Distributed on \_\_\_\_\_

Completed by \_\_\_\_\_

A new ATF is required from \_\_\_\_\_ Department \_\_\_\_\_ For meeting of \_\_\_\_\_

I hereby certify this is a true and correct copy of action(s) taken and entered into the official records of the Amador County Board of Supervisors.

ATTEST: \_\_\_\_\_ Clerk or Deputy Board Clerk

Save

## CONSTRUCTION CONTRACT

THIS CONSTRUCTION CONTRACT (this "Contract") is made this \_\_\_\_\_ day of **October, 2013**, by and between **AVAR Construction, Inc.** ("Contractor"), whose place of business is located at **47375 Fremont Blvd., Fremont, CA**; and the County of Amador, a political subdivision of the State of California ("County").

WHEREAS, County awarded to Contractor the following contract:

**RFQ No.: 13-16**

**Job Title: Rabbit Creek Causeway Culvert Grout Project (Phase One)**

NOW THEREFOR, in consideration of the mutual covenants hereinafter set forth, Contractor and County agree as follows:

### ARTICLE I. THE WORK

- 1.1 Contractor shall provide, furnish and perform all necessary permitting and support services, construction, clean-up, and all other services of any type, provide and furnish all necessary supplies, materials and equipment (except those to be provided by County, if any) and all necessary supervision, labor, and services required for the complete construction and all necessary installation, start-up and testing required for **Rabbit Creek Causeway Culvert Grout Project (Phase One)**, as more particularly described in the Contract Documents (hereinafter, the all-inclusive obligations of Contractor set forth in this sentence shall be referred to as the "Work"). The Work shall be done and the materials furnished in accordance with the Plans, Drawings and Specifications (defined below).
- 1.2 Contractor has reviewed the Specifications represents that:
  - a. If the Work is performed in accordance therewith, the Work shall have been constructed in accordance with all applicable state, county, and municipal laws, codes, and regulations, including but not limited to, all applicable building codes; and
  - b. The Specifications are sufficiently complete and detailed to permit Contractor to perform the entire Work on the basis of the Specifications and matters reasonably inferable therefrom for the Guaranteed Maximum Price (defined below).
- 1.3 If at any time during the process of the Work County desires to add to, alter, deviate from, or make omissions from the work to be performed under the Drawings and Specifications, County shall be at liberty to do so and the same shall in no way affect or make void this Contract. Any such alterations, deviations, or omissions that decrease the cost of the Work shall be evaluated on a lump-sum basis and this amount shall be deducted from the Guaranteed Maximum Price. Any such additions, alterations, deviations, or omissions that increase the cost of the Work shall be evaluated on a lump-sum basis, the amount thereof to be agreed on in writing before execution of that portion of the Work, and the amount thereof shall be added to the Guaranteed Maximum Price. Any increase or decrease in Contract Time due to such additions, alterations, deviations, or omissions shall be added to or subtracted from the Completion Date (defined below). This Contract shall be held to be completed when the Work is finished in accordance with the original Plans, Drawings and Specifications, as amended by such changes.

3.3 Progress payments on account of the Contract Price shall be made as follows:

- a. County shall make progress payments approximately every thirty (30) days as the work proceeds, on estimates made by County of the percentage of the Work accomplished that meets the standards of quality established under the Contract, as approved by the Project Manager.
- b. Before the first progress payment, Contractor shall furnish, in such detail as requested by the Project Manager, a breakdown of the GMP showing the amount for each principal category of the work, in order to provide a basis for determining progress payments. The breakdown shall be approved by the Project Manager. If the contract covers more than one project, Contractor shall furnish a separate breakdown for each.
- c. County shall retain **five (5)** percent of the amount of progress payments until completion and acceptance of all work under the Contract.
- d. All material and work covered by progress payments made shall, at the time of payment become the sole property of County, but this shall not be construed as (1) relieving Contractor from the sole responsibility for all material and work upon which payments have been made or the restoration of any damaged work; or (2) waiving the right of County to require the fulfillment of all of the terms of the Contract.
- e. County shall make the final payment to Contractor under this Contract after (1) completion and final acceptance of all Work, and (2) presentation of release of all claims against County arising by virtue of this Contract, other than claims, in stated amounts, that Contractor has specifically excepted from the operation of the release.
- f. Prior to making any payment, the Project Manager shall require Contractor to furnish lien releases, receipts or other evidence of payment from all persons performing work and supplying material to Contractor. If so required, Contractor shall use the lien release forms provided by the County.

3.4 Unit Prices:

- a) See "Schedule of Values" (Attachment F) for Contract items of work, units of measurement, unit price, and amount.
- b) Unit Prices shall include all labor, materials, tools, and equipment; all other direct and indirect costs necessary to complete the unit price component of the Work and to coordinate the Unit Price work with adjacent work, and shall include all overhead and profit. Contractor shall accept compensation computed in accordance with the Unit Prices as full compensation for furnishing such work.
- c) Contractor shall immediately notify Project Manager when conditions require the use of Unit Price items of work. The applicability of, measurement methods for, documentation of, and final adjustment of the Contract Price for Unit Price items of work shall be determined by the Project Manager. After performing Unit Price items of work as directed by the Project Manager, Contractor shall take necessary measurements in the presence of the Project Manager (unless

- b. Construction Contract.
- c. Rabbit Creek Causeway Culvert Grout Project (Phase One) Contract Specifications, dated October 2013
- d. Agreement and Release of Claims - Attachment A.
- e. Unconditional Waiver and Release Upon Progress Payment - Attachment B1.
- f. Unconditional Waiver and Release Upon Final Payment - Attachment B2.
- g. Conditional Waiver and Release Upon Progress Payment - Attachment B3.
- h. Conditional Waiver and Release Upon Final Payment - Attachment B4.
- i. Reduction of Stop Notice - Attachment B5.
- j. Release of Stop Notice - Attachment B6.
- k. Alcohol-Free and Drug-Free Workplace Policy - Attachment C.
- l. Construction Performance Bond – Attachment D.
- m. Construction Labor and Material Payment Bond - Attachment E.
- n. Schedule of Values – Attachment F.

6.2 There are no Contract Documents other than those listed above in this Article VI. The Contract Documents may only be amended, modified or supplemented by the Board of Supervisors.

#### **ARTICLE VII. WARRANTY OF THE WORK**

All Work that is unsatisfactory to County in County's reasonable judgment shall be immediately repaired, removed, and replaced with Work of a quality approved by County, without additional compensation to Contractor. Contractor guarantees that the Work will be free from faulty materials or workmanship. Upon receiving notification from County, Contractor agrees to remedy, repair, or replace, immediately, without cost to County and to County's satisfaction, all defects, damages, or imperfections appearing in the work within a period of twelve (12) months after the date of final completion and acceptance by Project Manager of the Work. Contractor will continuously clean the jobsite and grounds around the jobsite, and keep it in a safe, orderly, and neat condition. At the completion of the Work, the jobsite will be left in a broom-clean condition.

In addition to the General Warranty listed above, if within the warranty period culvert grouting fails such that the roadway surface above experiences any significant additional cracking and/or settlement, Contractor shall replace affected areas as directed by the Project Manager at Contractor's own expense. If Contractor does not promptly comply with the terms of such instructions. or in an emergency where delay would cause serious risk of loss or damage, County may have the defective Work corrected or the unsatisfactory Work removed and replaced, and all claims, costs, losses and damages caused by or resulting therefrom (including but not limited to all costs of repair or replacement of work of others) shall be paid by Contractor.

- 8.4 Contractor shall require each of its subcontractors to provide insurance meeting the requirements of this section, including naming County of Amador and its respective officers, officials, employees, representatives and agents as additional insureds.
- 8.5 Contractor shall be responsible for payment of any deductible contained in any insurance policy required under this Agreement and Contractor shall also be responsible for payment of any self-insured retention. Any deductible or self insured retention must be declared to, and approved by County's Risk Manager prior to beginning the Work. In the event any deductible and/or self-insured retention is deemed unacceptable by County's Risk Manager, either (i) Contractor's insurer shall reduce or eliminate such deductible or self-insured retention as respects the County, its officers, officials, employees, representatives or agents; or (ii) Contractor shall provide a financial guarantee, satisfactory to the County's Risk Manager, guaranteeing payment of losses and related investigations, claim administration, and defense expenses.

#### ARTICLE IX. BONDS

- 9.1 Before a "Notice to Proceed" can be issued to the Contractor, Contractor must file with County the following bonds:
- a. Corporate surety bond, in the form of **Attachment "D"** to this Contract, in a sum not less than 100% of the Contract Price, to guarantee faithful performance of Contract ("Performance Bond").
  - b. Corporate surety bond, in the form of **Attachment "E"** to this Contract, in a sum not less than 100% of the Contract Price, to guarantee payment of wages for services engaged and of bills contracted for materials, supplies, and equipment used in performance of Contract ("Labor and Material Bond").
- 9.2 Corporate sureties on these bonds and on bonds accompanying Proposals must possess a minimum rating from A. M. Best Company of A-VII; be listed as an acceptable surety on federal bonds by the United States Department of the Treasury, subject to the maximum amount shown in the listing; and be an admitted carrier in California with a valid surety license.
- 9.3 The Contract Price, as used to determine amounts of bonds, shall be the total amount fixed in the Contract for performance of the Work (or corrected total if errors are found).
- 9.4 For increases in the Contract Price by Change Orders, or otherwise, which in the aggregate equal or exceed ten percent (10%) of the Contract Price, and for all such subsequent increases in the Contract Price thereafter, Contractor shall submit to County evidence of additional bond coverage for such increases in the Contract Price. Contractor shall be compensated for such additional bond coverage.
- 9.5 ~~N/A If the successful bidder fails to sign the Contract, return it to County's **Community Development Director**, and furnish the bonds in the sums specified in the Contract Documents with a surety satisfactory to County Risk Manager within ten (10) days following the award of the Bid, County may, at its option, determine that the bidder has abandoned the Contract, and thereupon the bid and the acceptance thereof shall be null and void, and the security accompanying the bid or the Contract shall be forfeited and become the property of County of Amador.~~
- 9.6 During the period covered by the Contract, if any of the sureties upon the bonds shall become insolvent or unable, in the opinion of County, to pay promptly the amount of such bonds to the

- 11.3 Contractor agrees to adhere to County's policy regarding Alcohol-Free and Drug-Free Workplace while working on County premises by executing said policy attached and incorporated herein as part of this Contract.
- 11.4 All material resulting from removal work, except as specified otherwise, shall become the property of Contractor and shall be disposed of in accordance with Federal, State and local regulations and the Contract Documents.
- 11.5 This Contract shall not be assigned nor shall any work to be performed herein by Contractor or Subcontractor or money due or to become due be assigned without express written consent by the Board of Supervisors of Amador County.
- 11.6 Contractor shall indemnify, defend (upon the request of County) and hold harmless County and County's agents, board members, elected and appointed officials and officers, employees, volunteers and authorized representatives from any and all losses, liabilities, charges, damages, claims, liens, causes of action, awards, judgments, costs, and expenses (including, but not limited to, reasonable attorney's fees of County Counsel and counsel retained by County, expert fees, costs and staff time, and investigation costs) of whatever kind or nature (collectively "Claims"), that arise out of or are in any way connected with the performance of this Contract by Contractor or Contractor's officers, agents, employees, independent contractors, subcontractors, or authorized representatives, except where caused by the sole negligence, active negligence or willful misconduct of County. Without limiting the generality of the foregoing, the same shall include injury, or death to any person or persons, damage to any property, regardless of where located, including the property of County, and any workers' compensation claim or suit arising from or connected with any services performed pursuant to this Contract on behalf of Contractor by any person or entity.
- 11.7 In entering into a public contract or a subcontract to supply goods, services or materials pursuant to a public contract, Contractor or subcontractor offers and agrees to assign to the awarding body all rights, title and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. § 15) or under the Cartwright Act, (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, services or materials pursuant to the public works contract or the subcontract. This assignment shall be made and become effective at the time County tenders final payment to Contractor, without further acknowledgment by the parties.
- 11.8 The Work is a "public work" as defined in the California Labor Code, for which payment of prevailing wages is required. Copies of the general prevailing rates of per diem wages for each craft, classification, or type of worker needed to execute the Contract, as determined by Director of the State of California Department of Industrial Relations, are available on file at County office, and shall be made available to any interested party on request.
- 11.9 Pursuant to Government Code section 8546.7, the performance of any work under this Contract is subject to the examination and audit of the State Auditor at the request of County or as part of any audit of County for a period of three years after final payment under the Contract. Each party hereto shall retain all records relating to the performance of the Work and the administration of the Contract for three-years after final payment hereunder.
- 11.10 Pursuant to Labor Code section 1813, Contractor shall pay a penalty of Twenty-Five Dollars (\$25) per day for each worker employed on the Work for more than eight hours in any one calendar day or forty hours in any calendar week unless overtime compensation is paid in conformance with the provisions of the Labor Code.

IN WITNESS WHEREOF the parties to these presents have hereunto set their hands and seals and have executed this contract in quadruplicate the day and year first above written.

COUNTY OF AMADOR:

CONTRACTOR:

By: \_\_\_\_\_  
Chairman, Board of Supervisors

By: Michael Pagano  
Title: Michael Pagano, President  
Federal I.D. number 20-81339162

APPROVED AS TO FORM:  
GREG GILLOTT  
County Counsel of Amador County

ATTEST:  
JENNIFER BURNS  
Clerk of the Board of Supervisors

By: \_\_\_\_\_

By: \_\_\_\_\_

**ATTACHMENT A**

**AGREEMENT AND RELEASE OF CLAIMS**

This Agreement and Release of Claims (“Agreement and Release”), made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between the County of Amador (“County”), and \_\_\_\_\_ (“Contractor”), whose place of business is \_\_\_\_\_, CA, \_\_\_\_\_.

**RECITALS**

A. On \_\_\_\_\_, 2012, County and Contractor entered into a contract (the “Contract”) in the County of Amador, State of California, whereby Contractor agreed to perform certain work (the “Work”) consisting of **Amador County** \_\_\_\_\_ **located at** \_\_\_\_\_ including all the necessary components to perform the Work.

B. The Work under the Contract has been completed.

NOW, THEREFOR, it is mutually agreed between County and Contractor as follows:

1. Contractor will not be assessed damages except as detailed below:

Original Contract Sum	\$ _____
Modified Contract Sum	\$ _____
Payment to Date	\$ _____
Damages	\$ _____
Payment Due Contractor	\$ _____

2. Subject to the provisions of this Agreement and Release, County shall forthwith pay to Contractor the sum of \_\_\_\_\_ Dollars and \_\_\_\_\_ Cents (\$ \_\_\_\_\_) under the Contract, less any amounts withheld under the Contract or represented by any Notice to Withhold Funds on file with County as of the date of such payment.

3. Contractor acknowledges and hereby agrees that there are no unresolved or outstanding claims in dispute against County arising from the performance of work under the Contract, except for (i) the Disputed Claims described in Paragraph 4 below, and (ii) continuing obligations described in Paragraph 6 below. It is the intention of the parties in executing this Agreement and Release that this Agreement and Release shall be effective as a full, final and general release of all claims, demands, actions, causes of action, obligations, costs, expenses, damages, losses and liabilities of Contractor against County, all its respective agents, employees, inspectors, assignees and transferees except for the Disputed Claims set forth in Paragraph 4 below and continuing obligations described in Paragraph 6 below.

4. The following claims are disputed (hereinafter, the “Disputed Claims”) and are specifically excluded from the operation of this Agreement and Release:

<u>Claim No.</u>	<u>Date Submitted</u>	<u>Description of Claim</u>	<u>Amount of Claim</u>
------------------	-----------------------	-----------------------------	------------------------

**[Insert information, including attachments if necessary]**

5. Consistent with California Public Contract Code section 7100, Contractor hereby agrees that, in consideration of the payment set forth in Paragraph 2, above, Contractor hereby releases and forever discharges County, all its agents, employees, inspectors, assignees and transferees from any and all liability, claims, demands,



**ATTACHMENT B-1**

**UNCONDITIONAL WAIVER AND RELEASE**

**UPON PROGRESS PAYMENT**

The undersigned has been paid in full for all labor, services, equipment, or material furnished to (name of payor) on the project of the County of Amador located at (project name and location) and does hereby release any lien, stop notice, or bond right that the undersigned has on the above reference project to the following extent. This release covers a progress payment for labor, services, equipment or material furnished to (name of payor) through (date) only and does not cover any retentions retained before or after the release date; extras furnished before the release date for which payment has not been received; and extras or items furnished after the release date. Rights based upon work performed or items furnished under a written change order which has been fully executed by the parties prior to the release date are covered by this release unless specifically reserved by the claimant in this release. This release of lien, stop notice, or bond right shall not otherwise affect the contract rights, including rights between the parties to the contract based upon a rescission, abandonment, or breach of the contract, or the right of the undersigned to recover compensation for furnished labor, services, equipment, or material covered by this release if that furnished labor, services, equipment, or material was not compensated by the progress payment. Before any recipient of this document relies on it, that party should verify evidence of payment to the undersigned.

Dated: \_\_\_\_\_  
\_\_\_\_\_ (Company Name)

By: \_\_\_\_\_

Title: \_\_\_\_\_

**NOTICE: THIS DOCUMENT WAIVES RIGHTS UNCONDITIONALLY AND STATES THAT YOU HAVE BEEN PAID FOR GIVING UP THOSE RIGHTS. THIS DOCUMENT IS ENFORCEABLE AGAINST YOU IF YOU SIGN IT, EVEN IF YOU HAVE NOT BEEN PAID. IF YOU HAVE NOT BEEN PAID, USE A CONDITIONAL RELEASE FORM.**

**ATTACHMENT B-2**

**UNCONDITIONAL WAIVER AND RELEASE**

**UPON FINAL PAYMENT**

The undersigned has been paid in full for all labor, services, equipment or material furnished to \_\_\_\_\_ (name of payor) on the project of the County of Amador located at \_\_\_\_\_ (project name and location) and does hereby waive and release any right to a mechanic's lien, stop notice, or any right against a labor and material bond on the project, except for disputed claims for extra work in the amount of \$ \_\_\_\_\_ .

Dated: \_\_\_\_\_

\_\_\_\_\_  
(Company Name)

By: \_\_\_\_\_

Title: \_\_\_\_\_

**NOTICE: THIS DOCUMENT WAIVES RIGHTS UNCONDITIONALLY AND STATES THAT YOU HAVE BEEN PAID FOR GIVING UP THOSE RIGHTS. THIS DOCUMENT IS ENFORCEABLE AGAINST YOU IF YOU SIGN IT, EVEN IF YOU HAVE NOT BEEN PAID. IF YOU HAVE NOT BEEN PAID, USE A CONDITIONAL RELEASE FORM.**

**ATTACHMENT B-3**

**CONDITIONAL WAIVER AND RELEASE**

**UPON PROGRESS PAYMENT**

Upon receipt by the undersigned of a check from \_\_\_\_\_ (name of payor) in the sum of \$ \_\_\_\_\_ payable to \_\_\_\_\_ (payee or payees of check), and when the check has been properly endorsed and has been paid by the bank upon which it is drawn, this document shall become effective to release any mechanic's lien, stop notice or bond right the undersigned has on the project of the County of Amador located at \_\_\_\_\_ (project name and location) to the following extent. This release covers a progress payment for labor, services, equipment, or material furnished to \_\_\_\_\_ (name of payor) through \_\_\_\_\_ (date) only and does not cover any retentions retained before or after the release date; extras furnished before the release date for which payment has not been received; extras or items furnished after the release date. Rights based upon work performed or items furnished under a written change order which has been fully executed by the parties prior to the release date are covered by this release unless specifically reserved by the claimant in this release. This release of any lien, stop notice, or bond right shall not otherwise affect the contract rights, including rights between the parties to the contract based upon a rescission, abandonment, or breach of the contract, or the right of the undersigned to recover compensation for furnished labor, services, equipment, or material covered by this release if that furnished labor, services, equipment, or material was not compensated by the progress payment. Before any recipient of this document relies on it, that party should verify evidence of payment to the undersigned.

Dated: \_\_\_\_\_

\_\_\_\_\_  
(Company Name)

By: \_\_\_\_\_

Title: \_\_\_\_\_

**ATTACHMENT B-4**

**CONDITIONAL WAIVER AND RELEASE**

**UPON FINAL PAYMENT**

Upon receipt by the undersigned of a check from \_\_\_\_\_ (name of payor) in the amount of \$ \_\_\_\_\_ payable to \_\_\_\_\_ (payee or payees of check) and when the check has been properly endorsed and has been paid by the bank upon which it is drawn, this document shall become effective to release any mechanic's lien, stop notice or bond right the undersigned has on the project of the County of Amador located at \_\_\_\_\_ (project name and location). This release covers the final payment to the undersigned for all labor, services, equipment or material furnished on the job, except for disputed claims for extra work in the amount of \$ \_\_\_\_\_. Before any recipient of this document relies on it, said party should verify evidence of payment to the undersigned.

Dated: \_\_\_\_\_

\_\_\_\_\_  
(Company Name)

By: \_\_\_\_\_

Title: \_\_\_\_\_

**ATTACHMENT B-5**

**REDUCTION OF STOP NOTICE**

**CIVIL CODE § 3262**

NOTICE: THIS DOCUMENT WAIVES RIGHTS UNCONDITIONALLY AND IS ENFORCEABLE AGAINST YOU IF YOU SIGN IT, EVEN IF YOU HAVE NOT BEEN PAID. SEEK LEGAL ADVICE PRIOR TO SIGNING THIS DOCUMENT.

TO: THE COUNTY OF AMADOR

The Stop Notice claimed by \_\_\_\_\_ (Claimant/Name of Person or Firm Claiming Stop Notice) on that project known as \_\_\_\_\_ (name of project as it appears on Stop Notice) against the County of Amador dated \_\_\_\_\_ (date of Stop Notice) is hereby partially reduced in the amount of \$ \_\_\_\_\_.

The remaining balance of the stop notice is \$ \_\_\_\_\_.

Dated: \_\_\_\_\_ Firm Name \_\_\_\_\_  
(Enter Name as it Appears on Stop Notice)

By: \_\_\_\_\_  
(Owner or Agent of Stop Notice Claimant Must Sign Here and Verify Below)

NOTE: This reduction: (1) shall not preclude the service of a subsequent stop notice that is timely and proper; (2) shall release the owner from any obligation to withhold money on account of the Stop Notice, to the extent of the reduction; (3) shall be effective to release claimant's right to enforce the Stop Notice, to the extent of the reduction; and (4) shall not operate as a release of any right that the claimant may have, other than the claimant's right to enforce the Stop Notice, to the extent of the reduction.

**Verification**

I, the undersigned, say: I am the \_\_\_\_\_ (president/ owner/ manager/ etc.) of the Claimant of the above-referenced Stop Notice. I have read this Reduction of Stop Notice and know the contents thereof; the same is true of my own knowledge. I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct. Executed on \_\_\_\_\_, 20\_\_\_\_, at \_\_\_\_\_, California.

\_\_\_\_\_  
(Personal signature of individual who is verifying contents of release)

**ATTACHMENT B-6**

**RELEASE OF STOP NOTICE**

**CIVIL CODE § 3262**

NOTICE: THIS DOCUMENT WAIVES RIGHTS UNCONDITIONALLY AND IS ENFORCEABLE AGAINST YOU IF YOU SIGN IT, EVEN IF YOU HAVE NOT BEEN PAID. SEEK LEGAL ADVICE PRIOR TO SIGNING THIS DOCUMENT.

TO: THE COUNTY OF AMADOR

The Stop Notice claimed by \_\_\_\_\_ (Claimant/Name of Person or Firm Claiming Stop Notice) on that project known as \_\_\_\_\_ (name of project as it appears on Stop Notice) against the County of Amador dated \_\_\_\_\_ (date of Stop Notice) is fully released in the amount of \$ \_\_\_\_\_.

Dated: \_\_\_\_\_

Firm Name \_\_\_\_\_  
(Enter Name as it Appears on Stop Notice)

By: \_\_\_\_\_  
(Owner or Agent of Stop Notice Claimant Must Sign Here and Verify Below)

NOTE: This release: (1) shall not preclude the service of a subsequent stop notice that is timely and proper; (2) shall release the owner from any obligation to withhold money on account of the Stop Notice, to the extent of the reduction or release; (3) shall be effective to release claimant's right to enforce the Stop Notice, to the extent of the reduction or release; and (4) shall not operate as a release of any right that the claimant may have, other than the claimant's right to enforce the Stop Notice, to the extent of the reduction or release.

**Verification**

I, the undersigned, say: I am the \_\_\_\_\_ (president/ owner/ manager/ etc.) of the Claimant of the above-referenced Stop Notice. I have read this Release of Stop Notice and know the contents thereof; the same is true of my own knowledge. I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.  
Executed on \_\_\_\_\_, 20\_\_\_\_, at \_\_\_\_\_, California.

\_\_\_\_\_  
(Personal signature of individual who is verifying contents of release)

**ATTACHMENT C  
ALCOHOL POLICY ACKNOWLEDGMENT FORM**

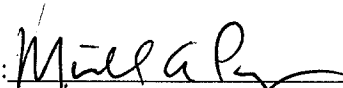
**ALCOHOL-FREE AND DRUG-FREE WORKPLACE AND DRUG & ALCOHOL TESTING  
POLICY ACKNOWLEDGMENT FORM FOR CONTRACTORS**

The undersigned, authorized signatory for AVAR (the "Contractor"), certifies as follows:

1. Contractor has received a copy of the **AMADOR COUNTY ALCOHOL-FREE AND DRUG-FREE WORKPLACE AND DRUG & ALCOHOL TESTING POLICY** concerning maintenance of an alcohol-free and drug-free workplace as required by 41 U.S.C. Chapter 10 and California Government Code Section 8350 *et seq.*; and drug and alcohol testing as required by the Federal Highway Administration 49 C.F.R. Part 382 and Department of Transportation procedures for transportation workplace drug testing programs, 49 C.F.R. Part 40.
2. All of Contractor's officers, subcontractors, and agents who perform services pursuant to the Contract to which this **Attachment "C"** is attached will abide by that policy as a condition of the Contract.
3. If any of such officers, employees, subcontractors, or agents violates the Amador County Alcohol-Free Workplace and Drug & Alcohol Testing Policy, the County of Amador may terminate the Contract immediately.

Federal I.D. No. : 20-8133902

Printed Name: Michael A. Pagano, President

Signed: 

Date: 10/15/13

Title: President + CEO

**ATTACHMENT D**

**CONSTRUCTION PERFORMANCE BOND**

This Construction Performance Bond ("Bond") is dated \_\_\_\_\_, **2012**, is in the penal sum of **\$0.00**, and is entered into by and between the parties listed below to ensure the faithful performance of the Construction Contract listed below. The Bond consists of this page and the Bond Terms and Conditions, Paragraphs 1 through 12, attached to this page. Any singular reference to \_\_\_\_\_ ("Contractor"), \_\_\_\_\_ ("Surety"), County of Amador ("County") or other party shall be considered plural where applicable.

**CONTRACTOR:**

Firm Name: \_\_\_\_\_

Address: \_\_\_\_\_  
\_\_\_\_\_

**SURETY:**

Firm Name: \_\_\_\_\_

Address of Principal  
Place of Business:  
\_\_\_\_\_  
\_\_\_\_\_

COUNTY OF AMADOR  
810 Court Street  
Jackson, CA 95642

Project Manager: **Name Here**

Construction Contract: **Place Title Here**  
Bid No. **XX-XX**  
Location: **Amador County**

Construction Contract dated \_\_\_\_\_ **2012** in the amount of **\$0.00**.

CONTRACTOR AS PRINCIPAL  
Company: (Corp. Seal)

SURETY  
Company: (Corp. Seal)

Signature: \_\_\_\_\_  
Name and Title

Signature: \_\_\_\_\_  
Name and Title



5. If Surety does not proceed as provided in Paragraph 4, above, then Surety shall be deemed to be in default on this Bond ten (10) days after receipt of an additional written notice from County to Surety demanding that Surety perform its obligations under this Bond. At all times County shall be entitled to enforce any remedy available to County at law or under the Construction Contract including, without limitation, and by way of example only, rights to perform work, protect work, mitigate damages, or coordinate work with other consultants or contractors.
6. Surety's monetary obligation under this Bond is limited by the amount of this Bond. Subject to these limits, Surety's obligations under this Bond are commensurate with the obligations of Contractor under the Construction Contract. Surety's obligations shall include, but are not limited to:
  - 6.1 The responsibilities of Contractor under the Construction Contract for completion of the Construction Contract and correction of defective work;
  - 6.2 The responsibilities of Contractor under the Construction Contract to pay liquidated damages, and for damages for which no liquidated damages are specified in the Construction Contract, actual damages caused by non-performance of the Construction Contract, including but not limited to all valid and proper backcharges, offsets, payments, indemnities, or other damages,
  - 6.3 Additional legal, design professional and delay costs resulting from the Contractor Default or resulting from the actions or failure to act of Surety under Paragraph 4, above.
7. No right of action shall accrue on this Bond to any person or entity other than County or its heirs, executors, administrators, or successors.
8. Surety hereby waives notice of any change, alteration or addition to the Construction Contract or to related subcontracts, purchase orders and other obligations, including changes of time. Surety consents to all terms of the Construction Contract, including provisions on changes to the Contract. No extension of time, change, alteration, modification, deletion, or addition to the Contract Documents, or of the work required thereunder, shall release or exonerate Surety on this Bond or in any way affect the obligations of Surety on this Bond.
9. Any proceeding, legal or equitable, under this Bond shall be instituted in any court of competent jurisdiction where a proceeding is pending between County and Contractor regarding the Construction Contract, or in the courts of the County of Amador, or in a court of competent jurisdiction in the location in which the work is located.
10. Notice to Surety, County or Contractor shall be mailed or delivered to the address shown on the signature page.
11. Any provision in this Bond conflicting with any statutory or regulatory requirement shall be deemed deleted herefrom and provisions conforming to such statutory requirement shall be deemed incorporated herein.
12. Definitions:
  - 12.1 Balance of the Contract Sum: The total amount payable by County to Contractor pursuant to the terms of the Construction Contract after all proper adjustments have been made

**ATTACHMENT E**

**CONSTRUCTION LABOR AND MATERIAL PAYMENT BOND**

This Construction Labor and Material Payment Bond ("Bond") is dated \_\_\_\_\_, **2012**, is in the penal sum of \$\_\_\_\_\_, and is entered into by and between the parties listed below to ensure the payment of claimants under the Construction Contract listed below. The Bond consists of this page and the Bond Terms and Conditions, Paragraphs 1 through 13, attached to this page. Any singular reference to \_\_\_\_\_ ("Contractor"), \_\_\_\_\_ ("Surety"), County of Amador ("County") or other party shall be considered plural where applicable.

**CONTRACTOR:**

Firm Name: \_\_\_\_\_

Address: \_\_\_\_\_  
\_\_\_\_\_

**SURETY:**

Firm Name: \_\_\_\_\_

Address of Principal  
Place of Business:  
\_\_\_\_\_  
\_\_\_\_\_

COUNTY OF AMADOR  
810 Court Street  
Jackson, CA 95642

Project Manager: **Name Here**

Construction Contract: **Place Title Here**  
Bid No. **XX-XX**  
Location: **Amador County**

Construction Contract dated\_\_\_\_, **2012** in the amount of **\$0.00**.

CONTRACTOR AS PRINCIPAL  
Company: (Corp. Seal)

SURETY  
Company: (Corp. Seal)

Signature: \_\_\_\_\_  
Name and Title

Signature: \_\_\_\_\_  
Name and Title

10. Notice to Surety, County or Contractor shall be mailed or delivered to the address shown on the signature page. Actual receipt of notice by Surety, County or Contractor, however accomplished, shall be sufficient compliance as of the date received at the address shown-on the signature page.
11. This Bond has been furnished to comply with the California Mechanic's Lien Law, including, but not limited to, Civil Code §§3247, 3248, *et seq.* Any provision in this Bond conflicting with said statutory requirements shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirements shall be deemed incorporated herein. The intent is that this Bond shall be construed as a statutory bond and not as a common law bond.
12. Upon request by any person or entity appearing to be a potential beneficiary of this Bond, Contractor shall promptly furnish a copy of this Bond or shall permit a copy to be made.
13. DEFINITIONS
  - 13.1.1 Claimant: An individual or entity having a direct contract with Contractor or with a subcontractor of Contractor to furnish labor, materials or equipment for use in the performance of the Construction Contract, as further defined in California Civil Code §3181. The intent of this Bond shall be to include without limitation in the terms "labor, materials or equipment" that part of water, gas, power, light, heat, oil, gasoline, telephone service or rental equipment used in the Construction Contract, architectural and engineering services required for performance of the work of Contractor and Contractor's subcontractors, and all other items for which a stop notice might be asserted. The term Claimant shall also include the Unemployment Development Department as referred to in Civil Code §3248(b).
  - 13.1.2 Construction Contract: The agreement between County and Contractor identified on the signature page, including all Contract Documents and changes thereto.
  - 13.1.3 County Default: Material failure of County, which has neither been remedied nor waived, to pay Contractor as required by the Construction Contract, provided that failure is the cause of the failure of Contractor to pay the Claimants and is sufficient to justify Contractor termination of the Construction Contract.

**END OF DOCUMENT**

## CONSTRUCTION CONTRACT

THIS CONSTRUCTION CONTRACT (this "Contract") is made this \_\_\_\_\_ day of **October, 2013**, by and between **AVAR Construction, Inc.** ("Contractor"), whose place of business is located at **47375 Fremont Blvd., Fremont, CA**; and the County of Amador, a political subdivision of the State of California ("County").

WHEREAS, County awarded to Contractor the following contract:

**RFQ No.: 13-16**

**Job Title: Rabbit Creek Causeway Culvert Grout Project (Phase One)**

NOW THEREFOR, in consideration of the mutual covenants hereinafter set forth, Contractor and County agree as follows:

### ARTICLE I. THE WORK

- 1.1 Contractor shall provide, furnish and perform all necessary permitting and support services, construction, clean-up, and all other services of any type, provide and furnish all necessary supplies, materials and equipment (except those to be provided by County, if any) and all necessary supervision, labor, and services required for the complete construction and all necessary installation, start-up and testing required for **Rabbit Creek Causeway Culvert Grout Project (Phase One)**, as more particularly described in the Contract Documents (hereinafter, the all-inclusive obligations of Contractor set forth in this sentence shall be referred to as the "Work"). The Work shall be done and the materials furnished in accordance with the Plans, Drawings and Specifications (defined below).
- 1.2 Contractor has reviewed the Specifications represents that:
  - a. If the Work is performed in accordance therewith, the Work shall have been constructed in accordance with all applicable state, county, and municipal laws, codes, and regulations, including but not limited to, all applicable building codes; and
  - b. The Specifications are sufficiently complete and detailed to permit Contractor to perform the entire Work on the basis of the Specifications and matters reasonably inferable therefrom for the Guaranteed Maximum Price (defined below).
- 1.3 If at any time during the process of the Work County desires to add to, alter, deviate from, or make omissions from the work to be performed under the Drawings and Specifications, County shall be at liberty to do so and the same shall in no way affect or make void this Contract. Any such alterations, deviations, or omissions that decrease the cost of the Work shall be evaluated on a lump-sum basis and this amount shall be deducted from the Guaranteed Maximum Price. Any such additions, alterations, deviations, or omissions that increase the cost of the Work shall be evaluated on a lump-sum basis, the amount thereof to be agreed on in writing before execution of that portion of the Work, and the amount thereof shall be added to the Guaranteed Maximum Price. Any increase or decrease in Contract Time due to such additions, alterations, deviations, or omissions shall be added to or subtracted from the Completion Date (defined below). This Contract shall be held to be completed when the Work is finished in accordance with the original Plans, Drawings and Specifications, as amended by such changes.

3.3 Progress payments on account of the Contract Price shall be made as follows:

- a. County shall make progress payments approximately every thirty (30) days as the work proceeds, on estimates made by County of the percentage of the Work accomplished that meets the standards of quality established under the Contract, as approved by the Project Manager.
- b. Before the first progress payment, Contractor shall furnish, in such detail as requested by the Project Manager, a breakdown of the GMP showing the amount for each principal category of the work, in order to provide a basis for determining progress payments. The breakdown shall be approved by the Project Manager. If the contract covers more than one project, Contractor shall furnish a separate breakdown for each.
- c. County shall retain **five (5)** percent of the amount of progress payments until completion and acceptance of all work under the Contract.
- d. All material and work covered by progress payments made shall, at the time of payment become the sole property of County, but this shall not be construed as (1) relieving Contractor from the sole responsibility for all material and work upon which payments have been made or the restoration of any damaged work; or (2) waiving the right of County to require the fulfillment of all of the terms of the Contract.
- e. County shall make the final payment to Contractor under this Contract after (1) completion and final acceptance of all Work, and (2) presentation of release of all claims against County arising by virtue of this Contract, other than claims, in stated amounts, that Contractor has specifically excepted from the operation of the release.
- f. Prior to making any payment, the Project Manager shall require Contractor to furnish lien releases, receipts or other evidence of payment from all persons performing work and supplying material to Contractor. If so required, Contractor shall use the lien release forms provided by the County.

3.4 Unit Prices:

- a) See "Schedule of Values" (Attachment F) for Contract items of work, units of measurement, unit price, and amount.
- b) Unit Prices shall include all labor, materials, tools, and equipment; all other direct and indirect costs necessary to complete the unit price component of the Work and to coordinate the Unit Price work with adjacent work, and shall include all overhead and profit. Contractor shall accept compensation computed in accordance with the Unit Prices as full compensation for furnishing such work.
- c) Contractor shall immediately notify Project Manager when conditions require the use of Unit Price items of work. The applicability of, measurement methods for, documentation of, and final adjustment of the Contract Price for Unit Price items of work shall be determined by the Project Manager. After performing Unit Price items of work as directed by the Project Manager, Contractor shall take necessary measurements in the presence of the Project Manager (unless

- b. Construction Contract.
- c. Rabbit Creek Causeway Culvert Grout Project (Phase One) Contract Specifications, dated October 2013
- d. Agreement and Release of Claims - Attachment A.
- e. Unconditional Waiver and Release Upon Progress Payment - Attachment B1.
- f. Unconditional Waiver and Release Upon Final Payment - Attachment B2.
- g. Conditional Waiver and Release Upon Progress Payment - Attachment B3.
- h. Conditional Waiver and Release Upon Final Payment - Attachment B4.
- i. Reduction of Stop Notice - Attachment B5.
- j. Release of Stop Notice - Attachment B6.
- k. Alcohol-Free and Drug-Free Workplace Policy - Attachment C.
- l. Construction Performance Bond – Attachment D.
- m. Construction Labor and Material Payment Bond - Attachment E.
- n. Schedule of Values – Attachment F.

6.2 There are no Contract Documents other than those listed above in this Article VI. The Contract Documents may only be amended, modified or supplemented by the Board of Supervisors.

**ARTICLE VII. WARRANTY OF THE WORK**

All Work that is unsatisfactory to County in County’s reasonable judgment shall be immediately repaired, removed, and replaced with Work of a quality approved by County, without additional compensation to Contractor. Contractor guarantees that the Work will be free from faulty materials or workmanship. Upon receiving notification from County, Contractor agrees to remedy, repair, or replace, immediately, without cost to County and to County’s satisfaction, all defects, damages, or imperfections appearing in the work within a period of twelve (12) months after the date of final completion and acceptance by Project Manager of the Work. Contractor will continuously clean the jobsite and grounds around the jobsite, and keep it in a safe, orderly, and neat condition. At the completion of the Work, the jobsite will be left in a broom-clean condition.

In addition to the General Warranty listed above, if within the warranty period culvert grouting fails such that the roadway surface above experiences any significant additional cracking and/or settlement, Contractor shall replace affected areas as directed by the Project Manager at Contractor’s own expense. If Contractor does not promptly comply with the terms of such instructions, or in an emergency where delay would cause serious risk of loss or damage, County may have the defective Work corrected or the unsatisfactory Work removed and replaced, and all claims, costs, losses and damages caused by or resulting therefrom (including but not limited to all costs of repair or replacement of work of others) shall be paid by Contractor.

- 8.4 Contractor shall require each of its subcontractors to provide insurance meeting the requirements of this section, including naming County of Amador and its respective officers, officials, employees, representatives and agents as additional insureds.
- 8.5 Contractor shall be responsible for payment of any deductible contained in any insurance policy required under this Agreement and Contractor shall also be responsible for payment of any self-insured retention. Any deductible or self insured retention must be declared to, and approved by County's Risk Manager prior to beginning the Work. In the event any deductible and/or self-insured retention is deemed unacceptable by County's Risk Manager, either (i) Contractor's insurer shall reduce or eliminate such deductible or self-insured retention as respects the County, its officers, officials, employees, representatives or agents; or (ii) Contractor shall provide a financial guarantee, satisfactory to the County's Risk Manager, guaranteeing payment of losses and related investigations, claim administration, and defense expenses.

### ARTICLE IX. BONDS

- 9.1 Before a "Notice to Proceed" can be issued to the Contractor, Contractor must file with County the following bonds:
- a. Corporate surety bond, in the form of **Attachment "D"** to this Contract, in a sum not less than 100% of the Contract Price, to guarantee faithful performance of Contract ("Performance Bond").
  - b. Corporate surety bond, in the form of **Attachment "E"** to this Contract, in a sum not less than 100% of the Contract Price, to guarantee payment of wages for services engaged and of bills contracted for materials, supplies, and equipment used in performance of Contract ("Labor and Material Bond").
- 9.2 Corporate sureties on these bonds and on bonds accompanying Proposals must possess a minimum rating from A. M. Best Company of A-VII; be listed as an acceptable surety on federal bonds by the United States Department of the Treasury, subject to the maximum amount shown in the listing; and be an admitted carrier in California with a valid surety license.
- 9.3 The Contract Price, as used to determine amounts of bonds, shall be the total amount fixed in the Contract for performance of the Work (or corrected total if errors are found).
- 9.4 For increases in the Contract Price by Change Orders, or otherwise, which in the aggregate equal or exceed ten percent (10%) of the Contract Price, and for all such subsequent increases in the Contract Price thereafter, Contractor shall submit to County evidence of additional bond coverage for such increases in the Contract Price. Contractor shall be compensated for such additional bond coverage.
- 9.5 ~~N/A If the successful bidder fails to sign the Contract, return it to County's **Community Development Director**, and furnish the bonds in the sums specified in the Contract Documents with a surety satisfactory to County Risk Manager within ten (10) days following the award of the Bid, County may, at its option, determine that the bidder has abandoned the Contract, and thereupon the bid and the acceptance thereof shall be null and void, and the security accompanying the bid or the Contract shall be forfeited and become the property of County of Amador.~~
- 9.6 During the period covered by the Contract, if any of the sureties upon the bonds shall become insolvent or unable, in the opinion of County, to pay promptly the amount of such bonds to the

- 11.3 Contractor agrees to adhere to County's policy regarding Alcohol-Free and Drug-Free Workplace while working on County premises by executing said policy attached and incorporated herein as part of this Contract.
- 11.4 All material resulting from removal work, except as specified otherwise, shall become the property of Contractor and shall be disposed of in accordance with Federal, State and local regulations and the Contract Documents.
- 11.5 This Contract shall not be assigned nor shall any work to be performed herein by Contractor or Subcontractor or money due or to become due be assigned without express written consent by the Board of Supervisors of Amador County.
- 11.6 Contractor shall indemnify, defend (upon the request of County) and hold harmless County and County's agents, board members, elected and appointed officials and officers, employees, volunteers and authorized representatives from any and all losses, liabilities, charges, damages, claims, liens, causes of action, awards, judgments, costs, and expenses (including, but not limited to, reasonable attorney's fees of County Counsel and counsel retained by County, expert fees, costs and staff time, and investigation costs) of whatever kind or nature (collectively "Claims"), that arise out of or are in any way connected with the performance of this Contract by Contractor or Contractor's officers, agents, employees, independent contractors, subcontractors, or authorized representatives, except where caused by the sole negligence, active negligence or willful misconduct of County. Without limiting the generality of the foregoing, the same shall include injury, or death to any person or persons, damage to any property, regardless of where located, including the property of County, and any workers' compensation claim or suit arising from or connected with any services performed pursuant to this Contract on behalf of Contractor by any person or entity.
- 11.7 In entering into a public contract or a subcontract to supply goods, services or materials pursuant to a public contract, Contractor or subcontractor offers and agrees to assign to the awarding body all rights, title and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. § 15) or under the Cartwright Act, (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, services or materials pursuant to the public works contract or the subcontract. This assignment shall be made and become effective at the time County tenders final payment to Contractor, without further acknowledgment by the parties.
- 11.8 The Work is a "public work" as defined in the California Labor Code, for which payment of prevailing wages is required. Copies of the general prevailing rates of per diem wages for each craft, classification, or type of worker needed to execute the Contract, as determined by Director of the State of California Department of Industrial Relations, are available on file at County office, and shall be made available to any interested party on request.
- 11.9 Pursuant to Government Code section 8546.7, the performance of any work under this Contract is subject to the examination and audit of the State Auditor at the request of County or as part of any audit of County for a period of three years after final payment under the Contract. Each party hereto shall retain all records relating to the performance of the Work and the administration of the Contract for three-years after final payment hereunder.
- 11.10 Pursuant to Labor Code section 1813, Contractor shall pay a penalty of Twenty-Five Dollars (\$25) per day for each worker employed on the Work for more than eight hours in any one calendar day or forty hours in any calendar week unless overtime compensation is paid in conformance with the provisions of the Labor Code.



IN WITNESS WHEREOF the parties to these presents have hereunto set their hands and seals and have executed this contract in quadruplicate the day and year first above written.

COUNTY OF AMADOR:

CONTRACTOR:

By: \_\_\_\_\_  
Chairman, Board of Supervisors

By: Michael P.  
Title: Michael Pagano, President  
Federal I.D. number 20-8133962

APPROVED AS TO FORM:  
GREG GILLOTT  
County Counsel of Amador County

ATTEST:  
JENNIFER BURNS  
Clerk of the Board of Supervisors

By: \_\_\_\_\_

By: \_\_\_\_\_

**ATTACHMENT A**

**AGREEMENT AND RELEASE OF CLAIMS**

This Agreement and Release of Claims ("Agreement and Release"), made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between the County of Amador ("County"), and \_\_\_\_\_ ("Contractor"), whose place of business is \_\_\_\_\_, CA, \_\_\_\_\_.

**RECITALS**

A. On \_\_\_\_\_, 2012, County and Contractor entered into a contract (the "Contract") in the County of Amador, State of California, whereby Contractor agreed to perform certain work (the "Work") consisting of **Amador County** \_\_\_\_\_ **located at** \_\_\_\_\_ including all the necessary components to perform the Work.

B. The Work under the Contract has been completed.

NOW, THEREFOR, it is mutually agreed between County and Contractor as follows:

1. Contractor will not be assessed damages except as detailed below:

Original Contract Sum	\$ _____
Modified Contract Sum	\$ _____
Payment to Date	\$ _____
Damages	\$ _____
Payment Due Contractor	\$ _____

2. Subject to the provisions of this Agreement and Release, County shall forthwith pay to Contractor the sum of \_\_\_\_\_ Dollars and \_\_\_\_\_ Cents (\$ \_\_\_\_\_) under the Contract, less any amounts withheld under the Contract or represented by any Notice to Withhold Funds on file with County as of the date of such payment.

3. Contractor acknowledges and hereby agrees that there are no unresolved or outstanding claims in dispute against County arising from the performance of work under the Contract, except for (i) the Disputed Claims described in Paragraph 4 below, and (ii) continuing obligations described in Paragraph 6 below. It is the intention of the parties in executing this Agreement and Release that this Agreement and Release shall be effective as a full, final and general release of all claims, demands, actions, causes of action, obligations, costs, expenses, damages, losses and liabilities of Contractor against County, all its respective agents, employees, inspectors, assignees and transferees except for the Disputed Claims set forth in Paragraph 4 below and continuing obligations described in Paragraph 6 below.

4. The following claims are disputed (hereinafter, the "Disputed Claims") and are specifically excluded from the operation of this Agreement and Release:

<u>Claim No.</u>	<u>Date Submitted</u>	<u>Description of Claim</u>	<u>Amount of Claim</u>
------------------	-----------------------	-----------------------------	------------------------

**[Insert information, including attachments if necessary]**

5. Consistent with California Public Contract Code section 7100, Contractor hereby agrees that, in consideration of the payment set forth in Paragraph 2, above, Contractor hereby releases and forever discharges County, all its agents, employees, inspectors, assignees and transferees from any and all liability, claims, demands,

**ATTACHMENT B-1**

**UNCONDITIONAL WAIVER AND RELEASE**

**UPON PROGRESS PAYMENT**

The undersigned has been paid in full for all labor, services, equipment, or material furnished to (name of payor) on the project of the County of Amador located at (project name and location) and does hereby release any lien, stop notice, or bond right that the undersigned has on the above reference project to the following extent. This release covers a progress payment for labor, services, equipment or material furnished to (name of payor) through (date) only and does not cover any retentions retained before or after the release date; extras furnished before the release date for which payment has not been received; and extras or items furnished after the release date. Rights based upon work performed or items furnished under a written change order which has been fully executed by the parties prior to the release date are covered by this release unless specifically reserved by the claimant in this release. This release of lien, stop notice, or bond right shall not otherwise affect the contract rights, including rights between the parties to the contract based upon a rescission, abandonment, or breach of the contract, or the right of the undersigned to recover compensation for furnished labor, services, equipment, or material covered by this release if that furnished labor, services, equipment, or material was not compensated by the progress payment. Before any recipient of this document relies on it, that party should verify evidence of payment to the undersigned.

Dated: \_\_\_\_\_

\_\_\_\_\_  
(Company Name)

By: \_\_\_\_\_

Title: \_\_\_\_\_

**NOTICE: THIS DOCUMENT WAIVES RIGHTS UNCONDITIONALLY AND STATES THAT YOU HAVE BEEN PAID FOR GIVING UP THOSE RIGHTS. THIS DOCUMENT IS ENFORCEABLE AGAINST YOU IF YOU SIGN IT, EVEN IF YOU HAVE NOT BEEN PAID. IF YOU HAVE NOT BEEN PAID, USE A CONDITIONAL RELEASE FORM.**

**ATTACHMENT B-2**

**UNCONDITIONAL WAIVER AND RELEASE**

**UPON FINAL PAYMENT**

The undersigned has been paid in full for all labor, services, equipment or material furnished to \_\_\_\_\_ (name of payor) on the project of the County of Amador located at \_\_\_\_\_ (project name and location) and does hereby waive and release any right to a mechanic's lien, stop notice, or any right against a labor and material bond on the project, except for disputed claims for extra work in the amount of \$ \_\_\_\_\_ .

Dated: \_\_\_\_\_

\_\_\_\_\_  
(Company Name)

By: \_\_\_\_\_

Title: \_\_\_\_\_

**NOTICE: THIS DOCUMENT WAIVES RIGHTS UNCONDITIONALLY AND STATES THAT YOU HAVE BEEN PAID FOR GIVING UP THOSE RIGHTS. THIS DOCUMENT IS ENFORCEABLE AGAINST YOU IF YOU SIGN IT, EVEN IF YOU HAVE NOT BEEN PAID. IF YOU HAVE NOT BEEN PAID, USE A CONDITIONAL RELEASE FORM.**

**ATTACHMENT B-3**

**CONDITIONAL WAIVER AND RELEASE**

**UPON PROGRESS PAYMENT**

Upon receipt by the undersigned of a check from \_\_\_\_\_ (name of payor) in the sum of \$ \_\_\_\_\_ payable to \_\_\_\_\_ (payee or payees of check), and when the check has been properly endorsed and has been paid by the bank upon which it is drawn, this document shall become effective to release any mechanic's lien, stop notice or bond right the undersigned has on the project of the County of Amador located at \_\_\_\_\_ (project name and location) to the following extent. This release covers a progress payment for labor, services, equipment, or material furnished to \_\_\_\_\_ (name of payor) through \_\_\_\_\_ (date) only and does not cover any retentions retained before or after the release date; extras furnished before the release date for which payment has not been received; extras or items furnished after the release date. Rights based upon work performed or items furnished under a written change order which has been fully executed by the parties prior to the release date are covered by this release unless specifically reserved by the claimant in this release. This release of any lien, stop notice, or bond right shall not otherwise affect the contract rights, including rights between the parties to the contract based upon a rescission, abandonment, or breach of the contract, or the right of the undersigned to recover compensation for furnished labor, services, equipment, or material covered by this release if that furnished labor, services, equipment, or material was not compensated by the progress payment. Before any recipient of this document relies on it, that party should verify evidence of payment to the undersigned.

Dated: \_\_\_\_\_

\_\_\_\_\_  
(Company Name)

By: \_\_\_\_\_

Title: \_\_\_\_\_

**ATTACHMENT B-4**

**CONDITIONAL WAIVER AND RELEASE**

**UPON FINAL PAYMENT**

Upon receipt by the undersigned of a check from \_\_\_\_\_ (name of payor) in the amount of \$ \_\_\_\_\_ payable to \_\_\_\_\_ (payee or payees of check) and when the check has been properly endorsed and has been paid by the bank upon which it is drawn, this document shall become effective to release any mechanic's lien, stop notice or bond right the undersigned has on the project of the County of Amador located at \_\_\_\_\_ (project name and location). This release covers the final payment to the undersigned for all labor, services, equipment or material furnished on the job, except for disputed claims for extra work in the amount of \$ \_\_\_\_\_. Before any recipient of this document relies on it, said party should verify evidence of payment to the undersigned.

Dated: \_\_\_\_\_

\_\_\_\_\_  
(Company Name)

By: \_\_\_\_\_

Title: \_\_\_\_\_

**ATTACHMENT B-5**

**REDUCTION OF STOP NOTICE**

**CIVIL CODE § 3262**

NOTICE: THIS DOCUMENT WAIVES RIGHTS UNCONDITIONALLY AND IS ENFORCEABLE AGAINST YOU IF YOU SIGN IT, EVEN IF YOU HAVE NOT BEEN PAID. SEEK LEGAL ADVICE PRIOR TO SIGNING THIS DOCUMENT.

TO: THE COUNTY OF AMADOR

The Stop Notice claimed by \_\_\_\_\_ (Claimant/Name of Person or Firm Claiming Stop Notice) on that project known as \_\_\_\_\_ (name of project as it appears on Stop Notice) against the County of Amador dated \_\_\_\_\_ (date of Stop Notice) is hereby partially reduced in the amount of \$ \_\_\_\_\_.

The remaining balance of the stop notice is \$ \_\_\_\_\_.

Dated: \_\_\_\_\_ Firm Name \_\_\_\_\_  
(Enter Name as it Appears on Stop Notice)

By: \_\_\_\_\_  
(Owner or Agent of Stop Notice Claimant Must Sign Here and Verify Below)

NOTE: This reduction: (1) shall not preclude the service of a subsequent stop notice that is timely and proper; (2) shall release the owner from any obligation to withhold money on account of the Stop Notice, to the extent of the reduction; (3) shall be effective to release claimant's right to enforce the Stop Notice, to the extent of the reduction; and (4) shall not operate as a release of any right that the claimant may have, other than the claimant's right to enforce the Stop Notice, to the extent of the reduction.

**Verification**

I, the undersigned, say: I am the \_\_\_\_\_ (president/ owner/ manager/ etc.) of the Claimant of the above-referenced Stop Notice. I have read this Reduction of Stop Notice and know the contents thereof; the same is true of my own knowledge. I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct. Executed on \_\_\_\_\_, 20\_\_\_\_, at \_\_\_\_\_, California.

\_\_\_\_\_  
(Personal signature of individual who is verifying contents of release)

**ATTACHMENT B-6**

**RELEASE OF STOP NOTICE**

**CIVIL CODE § 3262**

NOTICE: THIS DOCUMENT WAIVES RIGHTS UNCONDITIONALLY AND IS ENFORCEABLE AGAINST YOU IF YOU SIGN IT, EVEN IF YOU HAVE NOT BEEN PAID. SEEK LEGAL ADVICE PRIOR TO SIGNING THIS DOCUMENT.

TO: THE COUNTY OF AMADOR

The Stop Notice claimed by \_\_\_\_\_ (Claimant/Name of Person or Firm Claiming Stop Notice) on that project known as \_\_\_\_\_ (name of project as it appears on Stop Notice) against the County of Amador dated \_\_\_\_\_ (date of Stop Notice) is fully released in the amount of \$ \_\_\_\_\_.

Dated: \_\_\_\_\_

Firm Name \_\_\_\_\_  
(Enter Name as it Appears on Stop Notice)

By: \_\_\_\_\_  
(Owner or Agent of Stop Notice Claimant Must Sign Here and Verify Below)

NOTE: This release: (1) shall not preclude the service of a subsequent stop notice that is timely and proper; (2) shall release the owner from any obligation to withhold money on account of the Stop Notice, to the extent of the reduction or release; (3) shall be effective to release claimant's right to enforce the Stop Notice, to the extent of the reduction or release; and (4) shall not operate as a release of any right that the claimant may have, other than the claimant's right to enforce the Stop Notice, to the extent of the reduction or release.

**Verification**

I, the undersigned, say: I am the \_\_\_\_\_ (president/ owner/ manager/ etc.) of the Claimant of the above-referenced Stop Notice. I have read this Release of Stop Notice and know the contents thereof; the same is true of my own knowledge. I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct. Executed on \_\_\_\_\_, 20\_\_\_\_, at \_\_\_\_\_, California.

\_\_\_\_\_  
(Personal signature of individual who is verifying contents of release)



**ATTACHMENT C  
ALCOHOL POLICY ACKNOWLEDGMENT FORM**

**ALCOHOL-FREE AND DRUG-FREE WORKPLACE AND DRUG & ALCOHOL TESTING  
POLICY ACKNOWLEDGMENT FORM FOR CONTRACTORS**

The undersigned, authorized signatory for \_\_\_\_\_ (the "Contractor"), certifies as follows:

1. Contractor has received a copy of the **AMADOR COUNTY ALCOHOL-FREE AND DRUG-FREE WORKPLACE AND DRUG & ALCOHOL TESTING POLICY** concerning maintenance of an alcohol-free and drug-free workplace as required by 41 U.S.C. Chapter 10 and California Government Code Section 8350 *et seq.*; and drug and alcohol testing as required by the Federal Highway Administration 49 C.F.R. Part 382 and Department of Transportation procedures for transportation workplace drug testing programs, 49 C.F.R. Part 40.
2. All of Contractor's officers, subcontractors, and agents who perform services pursuant to the Contract to which this **Attachment "C"** is attached will abide by that policy as a condition of the Contract.
3. If any of such officers, employees, subcontractors, or agents violates the Amador County Alcohol-Free Workplace and Drug & Alcohol Testing Policy, the County of Amador may terminate the Contract immediately.

Federal I.D. No. : 20-8133902

Printed Name: Michaela. Pagano

Signed: Michaela Pagano

Date: 10/15/13

Title: President

**ATTACHMENT D**

**CONSTRUCTION PERFORMANCE BOND**

This Construction Performance Bond ("Bond") is dated \_\_\_\_\_, 2012, is in the penal sum of \$0.00, and is entered into by and between the parties listed below to ensure the faithful performance of the Construction Contract listed below. The Bond consists of this page and the Bond Terms and Conditions, Paragraphs 1 through 12, attached to this page. Any singular reference to \_\_\_\_\_ ("Contractor"), \_\_\_\_\_ ("Surety"), County of Amador ("County") or other party shall be considered plural where applicable.

**CONTRACTOR:**

Firm Name: \_\_\_\_\_

Address: \_\_\_\_\_  
\_\_\_\_\_

**SURETY:**

Firm Name: \_\_\_\_\_

Address of Principal  
Place of Business:  
\_\_\_\_\_  
\_\_\_\_\_

COUNTY OF AMADOR  
810 Court Street  
Jackson, CA 95642

Project Manager: **Name Here**

Construction Contract: **Place Title Here**  
Bid No. **XX-XX**  
Location: **Amador County**

Construction Contract dated \_\_\_\_\_ 2012 in the amount of \$0.00.

CONTRACTOR AS PRINCIPAL  
Company: (Corp. Seal)

SURETY  
Company: (Corp. Seal)

Signature: \_\_\_\_\_  
Name and Title

Signature: \_\_\_\_\_  
Name and Title

5. If Surety does not proceed as provided in Paragraph 4, above, then Surety shall be deemed to be in default on this Bond ten (10) days after receipt of an additional written notice from County to Surety demanding that Surety perform its obligations under this Bond. At all times County shall be entitled to enforce any remedy available to County at law or under the Construction Contract including, without limitation, and by way of example only, rights to perform work, protect work, mitigate damages, or coordinate work with other consultants or contractors.
6. Surety's monetary obligation under this Bond is limited by the amount of this Bond. Subject to these limits, Surety's obligations under this Bond are commensurate with the obligations of Contractor under the Construction Contract. Surety's obligations shall include, but are not limited to:
  - 6.1 The responsibilities of Contractor under the Construction Contract for completion of the Construction Contract and correction of defective work;
  - 6.2 The responsibilities of Contractor under the Construction Contract to pay liquidated damages, and for damages for which no liquidated damages are specified in the Construction Contract, actual damages caused by non-performance of the Construction Contract, including but not limited to all valid and proper backcharges, offsets, payments, indemnities, or other damages,
  - 6.3 Additional legal, design professional and delay costs resulting from the Contractor Default or resulting from the actions or failure to act of Surety under Paragraph 4, above.
7. No right of action shall accrue on this Bond to any person or entity other than County or its heirs, executors, administrators, or successors.
8. Surety hereby waives notice of any change, alteration or addition to the Construction Contract or to related subcontracts, purchase orders and other obligations, including changes of time. Surety consents to all terms of the Construction Contract, including provisions on changes to the Contract. No extension of time, change, alteration, modification, deletion, or addition to the Contract Documents, or of the work required thereunder, shall release or exonerate Surety on this Bond or in any way affect the obligations of Surety on this Bond.
9. Any proceeding, legal or equitable, under this Bond shall be instituted in any court of competent jurisdiction where a proceeding is pending between County and Contractor regarding the Construction Contract, or in the courts of the County of Amador, or in a court of competent jurisdiction in the location in which the work is located.
10. Notice to Surety, County or Contractor shall be mailed or delivered to the address shown on the signature page.
11. Any provision in this Bond conflicting with any statutory or regulatory requirement shall be deemed deleted herefrom and provisions conforming to such statutory requirement shall be deemed incorporated herein.
12. Definitions:
  - 12.1 Balance of the Contract Sum: The total amount payable by County to Contractor pursuant to the terms of the Construction Contract after all proper adjustments have been made

**ATTACHMENT E**

**CONSTRUCTION LABOR AND MATERIAL PAYMENT BOND**

This Construction Labor and Material Payment Bond ("Bond") is dated \_\_\_\_\_, **2012**, is in the penal sum of \$ \_\_\_\_\_, and is entered into by and between the parties listed below to ensure the payment of claimants under the Construction Contract listed below. The Bond consists of this page and the Bond Terms and Conditions, Paragraphs 1 through 13, attached to this page. Any singular reference to \_\_\_\_\_ ("Contractor"), \_\_\_\_\_ ("Surety"), County of Amador ("County") or other party shall be considered plural where applicable.

**CONTRACTOR:**

Firm Name: \_\_\_\_\_

Address: \_\_\_\_\_  
\_\_\_\_\_

**SURETY:**

Firm Name: \_\_\_\_\_

Address of Principal  
Place of Business:  
\_\_\_\_\_  
\_\_\_\_\_

COUNTY OF AMADOR  
810 Court Street  
Jackson, CA 95642

Project Manager: **Name Here**

Construction Contract: **Place Title Here**  
Bid No. **XX-XX**  
Location: **Amador County**

Construction Contract dated\_\_\_\_, **2012** in the amount of **\$0.00**.

CONTRACTOR AS PRINCIPAL  
Company: (Corp. Seal)

SURETY  
Company: (Corp. Seal)

Signature: \_\_\_\_\_  
Name and Title

Signature: \_\_\_\_\_  
Name and Title

10. Notice to Surety, County or Contractor shall be mailed or delivered to the address shown on the signature page. Actual receipt of notice by Surety, County or Contractor, however accomplished, shall be sufficient compliance as of the date received at the address shown-on the signature page.
11. This Bond has been furnished to comply with the California Mechanic's Lien Law, including, but not limited to, Civil Code §§3247, 3248, *et seq.* Any provision in this Bond conflicting with said statutory requirements shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirements shall be deemed incorporated herein. The intent is that this Bond shall be construed as a statutory bond and not as a common law bond.
12. Upon request by any person or entity appearing to be a potential beneficiary of this Bond, Contractor shall promptly furnish a copy of this Bond or shall permit a copy to be made.
13. DEFINITIONS
  - 13.1.1 Claimant: An individual or entity having a direct contract with Contractor or with a subcontractor of Contractor to furnish labor, materials or equipment for use in the performance of the Construction Contract, as further defined in California Civil Code §3181. The intent of this Bond shall be to include without limitation in the terms "labor, materials or equipment" that part of water, gas, power, light, heat, oil, gasoline, telephone service or rental equipment used in the Construction Contract, architectural and engineering services required for performance of the work of Contractor and Contractor's subcontractors, and all other items for which a stop notice might be asserted. The term Claimant shall also include the Unemployment Development Department as referred to in Civil Code §3248(b).
  - 13.1.2 Construction Contract: The agreement between County and Contractor identified on the signature page, including all Contract Documents and changes thereto.
  - 13.1.3 County Default: Material failure of County, which has neither been remedied nor waived, to pay Contractor as required by the Construction Contract, provided that failure is the cause of the failure of Contractor to pay the Claimants and is sufficient to justify Contractor termination of the Construction Contract.

**END OF DOCUMENT**

## CONSTRUCTION CONTRACT

THIS CONSTRUCTION CONTRACT (this "Contract") is made this \_\_\_\_\_ day of **October, 2013**, by and between **AVAR Construction, Inc.** ("Contractor"), whose place of business is located at **47375 Fremont Blvd., Fremont, CA**; and the County of Amador, a political subdivision of the State of California ("County").

WHEREAS, County awarded to Contractor the following contract:

**RFQ No.: 13-16**

**Job Title: Rabbit Creek Causeway Culvert Grout Project (Phase One)**

NOW THEREFOR, in consideration of the mutual covenants hereinafter set forth, Contractor and County agree as follows:

### ARTICLE I. THE WORK

- 1.1 Contractor shall provide, furnish and perform all necessary permitting and support services, construction, clean-up, and all other services of any type, provide and furnish all necessary supplies, materials and equipment (except those to be provided by County, if any) and all necessary supervision, labor, and services required for the complete construction and all necessary installation, start-up and testing required for **Rabbit Creek Causeway Culvert Grout Project (Phase One)**, as more particularly described in the Contract Documents (hereinafter, the all-inclusive obligations of Contractor set forth in this sentence shall be referred to as the "Work"). The Work shall be done and the materials furnished in accordance with the Plans, Drawings and Specifications (defined below).
- 1.2 Contractor has reviewed the Specifications represents that:
  - a. If the Work is performed in accordance therewith, the Work shall have been constructed in accordance with all applicable state, county, and municipal laws, codes, and regulations, including but not limited to, all applicable building codes; and
  - b. The Specifications are sufficiently complete and detailed to permit Contractor to perform the entire Work on the basis of the Specifications and matters reasonably inferable therefrom for the Guaranteed Maximum Price (defined below).
- 1.3 If at any time during the process of the Work County desires to add to, alter, deviate from, or make omissions from the work to be performed under the Drawings and Specifications, County shall be at liberty to do so and the same shall in no way affect or make void this Contract. Any such alterations, deviations, or omissions that decrease the cost of the Work shall be evaluated on a lump-sum basis and this amount shall be deducted from the Guaranteed Maximum Price. Any such additions, alterations, deviations, or omissions that increase the cost of the Work shall be evaluated on a lump-sum basis, the amount thereof to be agreed on in writing before execution of that portion of the Work, and the amount thereof shall be added to the Guaranteed Maximum Price. Any increase or decrease in Contract Time due to such additions, alterations, deviations, or omissions shall be added to or subtracted from the Completion Date (defined below). This Contract shall be held to be completed when the Work is finished in accordance with the original Plans, Drawings and Specifications, as amended by such changes.

3.3 Progress payments on account of the Contract Price shall be made as follows:

- a. County shall make progress payments approximately every thirty (30) days as the work proceeds, on estimates made by County of the percentage of the Work accomplished that meets the standards of quality established under the Contract, as approved by the Project Manager.
- b. Before the first progress payment, Contractor shall furnish, in such detail as requested by the Project Manager, a breakdown of the GMP showing the amount for each principal category of the work, in order to provide a basis for determining progress payments. The breakdown shall be approved by the Project Manager. If the contract covers more than one project, Contractor shall furnish a separate breakdown for each.
- c. County shall retain **five (5)** percent of the amount of progress payments until completion and acceptance of all work under the Contract.
- d. All material and work covered by progress payments made shall, at the time of payment become the sole property of County, but this shall not be construed as (1) relieving Contractor from the sole responsibility for all material and work upon which payments have been made or the restoration of any damaged work; or (2) waiving the right of County to require the fulfillment of all of the terms of the Contract.
- e. County shall make the final payment to Contractor under this Contract after (1) completion and final acceptance of all Work, and (2) presentation of release of all claims against County arising by virtue of this Contract, other than claims, in stated amounts, that Contractor has specifically excepted from the operation of the release.
- f. Prior to making any payment, the Project Manager shall require Contractor to furnish lien releases, receipts or other evidence of payment from all persons performing work and supplying material to Contractor. If so required, Contractor shall use the lien release forms provided by the County.

3.4 Unit Prices:

- a) See "Schedule of Values" (Attachment F) for Contract items of work, units of measurement, unit price, and amount.
- b) Unit Prices shall include all labor, materials, tools, and equipment; all other direct and indirect costs necessary to complete the unit price component of the Work and to coordinate the Unit Price work with adjacent work, and shall include all overhead and profit. Contractor shall accept compensation computed in accordance with the Unit Prices as full compensation for furnishing such work.
- c) Contractor shall immediately notify Project Manager when conditions require the use of Unit Price items of work. The applicability of, measurement methods for, documentation of, and final adjustment of the Contract Price for Unit Price items of work shall be determined by the Project Manager. After performing Unit Price items of work as directed by the Project Manager, Contractor shall take necessary measurements in the presence of the Project Manager (unless

- b. Construction Contract.
- c. Rabbit Creek Causeway Culvert Grout Project (Phase One) Contract Specifications, dated October 2013
- d. Agreement and Release of Claims - Attachment A.
- e. Unconditional Waiver and Release Upon Progress Payment - Attachment B1.
- f. Unconditional Waiver and Release Upon Final Payment - Attachment B2.
- g. Conditional Waiver and Release Upon Progress Payment - Attachment B3.
- h. Conditional Waiver and Release Upon Final Payment - Attachment B4.
- i. Reduction of Stop Notice - Attachment B5.
- j. Release of Stop Notice - Attachment B6.
- k. Alcohol-Free and Drug-Free Workplace Policy - Attachment C.
- l. Construction Performance Bond – Attachment D.
- m. Construction Labor and Material Payment Bond - Attachment E.
- n. Schedule of Values – Attachment F.

6.2 There are no Contract Documents other than those listed above in this Article VI. The Contract Documents may only be amended, modified or supplemented by the Board of Supervisors.

#### **ARTICLE VII. WARRANTY OF THE WORK**

All Work that is unsatisfactory to County in County’s reasonable judgment shall be immediately repaired, removed, and replaced with Work of a quality approved by County, without additional compensation to Contractor. Contractor guarantees that the Work will be free from faulty materials or workmanship. Upon receiving notification from County, Contractor agrees to remedy, repair, or replace, immediately, without cost to County and to County’s satisfaction, all defects, damages, or imperfections appearing in the work within a period of twelve (12) months after the date of final completion and acceptance by Project Manager of the Work. Contractor will continuously clean the jobsite and grounds around the jobsite, and keep it in a safe, orderly, and neat condition. At the completion of the Work, the jobsite will be left in a broom-clean condition.

In addition to the General Warranty listed above, if within the warranty period culvert grouting fails such that the roadway surface above experiences any significant additional cracking and/or settlement, Contractor shall replace affected areas as directed by the Project Manager at Contractor’s own expense. If Contractor does not promptly comply with the terms of such instructions. or in an emergency where delay would cause serious risk of loss or damage, County may have the defective Work corrected or the unsatisfactory Work removed and replaced, and all claims, costs, losses and damages caused by or resulting therefrom (including but not limited to all costs of repair or replacement of work of others) shall be paid by Contractor.



- 8.4 Contractor shall require each of its subcontractors to provide insurance meeting the requirements of this section, including naming County of Amador and its respective officers, officials, employees, representatives and agents as additional insureds.
- 8.5 Contractor shall be responsible for payment of any deductible contained in any insurance policy required under this Agreement and Contractor shall also be responsible for payment of any self-insured retention. Any deductible or self insured retention must be declared to, and approved by County's Risk Manager prior to beginning the Work. In the event any deductible and/or self-insured retention is deemed unacceptable by County's Risk Manager, either (i) Contractor's insurer shall reduce or eliminate such deductible or self-insured retention as respects the County, its officers, officials, employees, representatives or agents; or (ii) Contractor shall provide a financial guarantee, satisfactory to the County's Risk Manager, guaranteeing payment of losses and related investigations, claim administration, and defense expenses.

### ARTICLE IX. BONDS

- 9.1 Before a "Notice to Proceed" can be issued to the Contractor, Contractor must file with County the following bonds:
- a. Corporate surety bond, in the form of **Attachment "D"** to this Contract, in a sum not less than 100% of the Contract Price, to guarantee faithful performance of Contract ("Performance Bond").
  - b. Corporate surety bond, in the form of **Attachment "E"** to this Contract, in a sum not less than 100% of the Contract Price, to guarantee payment of wages for services engaged and of bills contracted for materials, supplies, and equipment used in performance of Contract ("Labor and Material Bond").
- 9.2 Corporate sureties on these bonds and on bonds accompanying Proposals must possess a minimum rating from A. M. Best Company of A-VII; be listed as an acceptable surety on federal bonds by the United States Department of the Treasury, subject to the maximum amount shown in the listing; and be an admitted carrier in California with a valid surety license.
- 9.3 The Contract Price, as used to determine amounts of bonds, shall be the total amount fixed in the Contract for performance of the Work (or corrected total if errors are found).
- 9.4 For increases in the Contract Price by Change Orders, or otherwise, which in the aggregate equal or exceed ten percent (10%) of the Contract Price, and for all such subsequent increases in the Contract Price thereafter, Contractor shall submit to County evidence of additional bond coverage for such increases in the Contract Price. Contractor shall be compensated for such additional bond coverage.
- 9.5 ~~N/A If the successful bidder fails to sign the Contract, return it to County's **Community Development Director**, and furnish the bonds in the sums specified in the Contract Documents with a surety satisfactory to County Risk Manager within ten (10) days following the award of the Bid, County may, at its option, determine that the bidder has abandoned the Contract, and thereupon the bid and the acceptance thereof shall be null and void, and the security accompanying the bid or the Contract shall be forfeited and become the property of County of Amador.~~
- 9.6 During the period covered by the Contract, if any of the sureties upon the bonds shall become insolvent or unable, in the opinion of County, to pay promptly the amount of such bonds to the

- 11.3 Contractor agrees to adhere to County's policy regarding Alcohol-Free and Drug-Free Workplace while working on County premises by executing said policy attached and incorporated herein as part of this Contract.
- 11.4 All material resulting from removal work, except as specified otherwise, shall become the property of Contractor and shall be disposed of in accordance with Federal, State and local regulations and the Contract Documents.
- 11.5 This Contract shall not be assigned nor shall any work to be performed herein by Contractor or Subcontractor or money due or to become due be assigned without express written consent by the Board of Supervisors of Amador County.
- 11.6 Contractor shall indemnify, defend (upon the request of County) and hold harmless County and County's agents, board members, elected and appointed officials and officers, employees, volunteers and authorized representatives from any and all losses, liabilities, charges, damages, claims, liens, causes of action, awards, judgments, costs, and expenses (including, but not limited to, reasonable attorney's fees of County Counsel and counsel retained by County, expert fees, costs and staff time, and investigation costs) of whatever kind or nature (collectively "Claims"), that arise out of or are in any way connected with the performance of this Contract by Contractor or Contractor's officers, agents, employees, independent contractors, subcontractors, or authorized representatives, except where caused by the sole negligence, active negligence or willful misconduct of County. Without limiting the generality of the foregoing, the same shall include injury, or death to any person or persons, damage to any property, regardless of where located, including the property of County, and any workers' compensation claim or suit arising from or connected with any services performed pursuant to this Contract on behalf of Contractor by any person or entity.
- 11.7 In entering into a public contract or a subcontract to supply goods, services or materials pursuant to a public contract, Contractor or subcontractor offers and agrees to assign to the awarding body all rights, title and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. § 15) or under the Cartwright Act, (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, services or materials pursuant to the public works contract or the subcontract. This assignment shall be made and become effective at the time County tenders final payment to Contractor, without further acknowledgment by the parties.
- 11.8 The Work is a "public work" as defined in the California Labor Code, for which payment of prevailing wages is required. Copies of the general prevailing rates of per diem wages for each craft, classification, or type of worker needed to execute the Contract, as determined by Director of the State of California Department of Industrial Relations, are available on file at County office, and shall be made available to any interested party on request.
- 11.9 Pursuant to Government Code section 8546.7, the performance of any work under this Contract is subject to the examination and audit of the State Auditor at the request of County or as part of any audit of County for a period of three years after final payment under the Contract. Each party hereto shall retain all records relating to the performance of the Work and the administration of the Contract for three-years after final payment hereunder.
- 11.10 Pursuant to Labor Code section 1813, Contractor shall pay a penalty of Twenty-Five Dollars (\$25) per day for each worker employed on the Work for more than eight hours in any one calendar day or forty hours in any calendar week unless overtime compensation is paid in conformance with the provisions of the Labor Code.

IN WITNESS WHEREOF the parties to these presents have hereunto set their hands and seals and have executed this contract in quadruplicate the day and year first above written.

COUNTY OF AMADOR:

CONTRACTOR:

By: \_\_\_\_\_  
Chairman, Board of Supervisors

By: Michael Pagano  
Title: Michael Pagano, President  
Federal I.D. number 20-8133062

APPROVED AS TO FORM:  
GREG GILLOTT  
County Counsel of Amador County

ATTEST:  
JENNIFER BURNS  
Clerk of the Board of Supervisors

By: \_\_\_\_\_

By: \_\_\_\_\_

**ATTACHMENT A**

**AGREEMENT AND RELEASE OF CLAIMS**

This Agreement and Release of Claims ("Agreement and Release"), made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between the County of Amador ("County"), and \_\_\_\_\_ ("Contractor"), whose place of business is \_\_\_\_\_, CA, \_\_\_\_\_.

**RECITALS**

A. On \_\_\_\_\_, 2012, County and Contractor entered into a contract (the "Contract") in the County of Amador, State of California, whereby Contractor agreed to perform certain work (the "Work") consisting of **Amador County** \_\_\_\_\_ **located at** \_\_\_\_\_ including all the necessary components to perform the Work.

B. The Work under the Contract has been completed.

NOW, THEREFOR, it is mutually agreed between County and Contractor as follows:

1. Contractor will not be assessed damages except as detailed below:

Original Contract Sum	\$ _____
Modified Contract Sum	\$ _____
Payment to Date	\$ _____
Damages	\$ _____
Payment Due Contractor	\$ _____

2. Subject to the provisions of this Agreement and Release, County shall forthwith pay to Contractor the sum of \_\_\_\_\_ Dollars and \_\_\_\_\_ Cents (\$ \_\_\_\_\_) under the Contract, less any amounts withheld under the Contract or represented by any Notice to Withhold Funds on file with County as of the date of such payment.

3. Contractor acknowledges and hereby agrees that there are no unresolved or outstanding claims in dispute against County arising from the performance of work under the Contract, except for (i) the Disputed Claims described in Paragraph 4 below, and (ii) continuing obligations described in Paragraph 6 below. It is the intention of the parties in executing this Agreement and Release that this Agreement and Release shall be effective as a full, final and general release of all claims, demands, actions, causes of action, obligations, costs, expenses, damages, losses and liabilities of Contractor against County, all its respective agents, employees, inspectors, assignees and transferees except for the Disputed Claims set forth in Paragraph 4 below and continuing obligations described in Paragraph 6 below.

4. The following claims are disputed (hereinafter, the "Disputed Claims") and are specifically excluded from the operation of this Agreement and Release:

<u>Claim No.</u>	<u>Date Submitted</u>	<u>Description of Claim</u>	<u>Amount of Claim</u>
------------------	-----------------------	-----------------------------	------------------------

**[Insert information, including attachments if necessary]**

5. Consistent with California Public Contract Code section 7100, Contractor hereby agrees that, in consideration of the payment set forth in Paragraph 2, above, Contractor hereby releases and forever discharges County, all its agents, employees, inspectors, assignees and transferees from any and all liability, claims, demands,

**ATTACHMENT B-1**

**UNCONDITIONAL WAIVER AND RELEASE**

**UPON PROGRESS PAYMENT**

The undersigned has been paid in full for all labor, services, equipment, or material furnished to (name of payor) on the project of the County of Amador located at (project name and location) and does hereby release any lien, stop notice, or bond right that the undersigned has on the above reference project to the following extent. This release covers a progress payment for labor, services, equipment or material furnished to (name of payor) through (date) only and does not cover any retentions retained before or after the release date; extras furnished before the release date for which payment has not been received; and extras or items furnished after the release date. Rights based upon work performed or items furnished under a written change order which has been fully executed by the parties prior to the release date are covered by this release unless specifically reserved by the claimant in this release. This release of lien, stop notice, or bond right shall not otherwise affect the contract rights, including rights between the parties to the contract based upon a rescission, abandonment, or breach of the contract, or the right of the undersigned to recover compensation for furnished labor, services, equipment, or material covered by this release if that furnished labor, services, equipment, or material was not compensated by the progress payment. Before any recipient of this document relies on it, that party should verify evidence of payment to the undersigned.

Dated: \_\_\_\_\_  
\_\_\_\_\_ (Company Name)

By: \_\_\_\_\_

Title: \_\_\_\_\_

**NOTICE: THIS DOCUMENT WAIVES RIGHTS UNCONDITIONALLY AND STATES THAT YOU HAVE BEEN PAID FOR GIVING UP THOSE RIGHTS. THIS DOCUMENT IS ENFORCEABLE AGAINST YOU IF YOU SIGN IT, EVEN IF YOU HAVE NOT BEEN PAID. IF YOU HAVE NOT BEEN PAID, USE A CONDITIONAL RELEASE FORM.**

**ATTACHMENT B-2**

**UNCONDITIONAL WAIVER AND RELEASE**

**UPON FINAL PAYMENT**

The undersigned has been paid in full for all labor, services, equipment or material furnished to \_\_\_\_\_ (name of payor) on the project of the County of Amador located at \_\_\_\_\_ (project name and location) and does hereby waive and release any right to a mechanic's lien, stop notice, or any right against a labor and material bond on the project, except for disputed claims for extra work in the amount of \$ \_\_\_\_\_ .

Dated: \_\_\_\_\_

\_\_\_\_\_  
(Company Name)

By: \_\_\_\_\_

Title: \_\_\_\_\_

**NOTICE: THIS DOCUMENT WAIVES RIGHTS UNCONDITIONALLY AND STATES THAT YOU HAVE BEEN PAID FOR GIVING UP THOSE RIGHTS. THIS DOCUMENT IS ENFORCEABLE AGAINST YOU IF YOU SIGN IT, EVEN IF YOU HAVE NOT BEEN PAID. IF YOU HAVE NOT BEEN PAID, USE A CONDITIONAL RELEASE FORM.**

**ATTACHMENT B-3**

**CONDITIONAL WAIVER AND RELEASE**

**UPON PROGRESS PAYMENT**

Upon receipt by the undersigned of a check from \_\_\_\_\_ (name of payor) in the sum of \$ \_\_\_\_\_ payable to \_\_\_\_\_ (payee or payees of check), and when the check has been properly endorsed and has been paid by the bank upon which it is drawn, this document shall become effective to release any mechanic's lien, stop notice or bond right the undersigned has on the project of the County of Amador located at \_\_\_\_\_ (project name and location) to the following extent. This release covers a progress payment for labor, services, equipment, or material furnished to \_\_\_\_\_ (name of payor) through \_\_\_\_\_ (date) only and does not cover any retentions retained before or after the release date; extras furnished before the release date for which payment has not been received; extras or items furnished after the release date. Rights based upon work performed or items furnished under a written change order which has been fully executed by the parties prior to the release date are covered by this release unless specifically reserved by the claimant in this release. This release of any lien, stop notice, or bond right shall not otherwise affect the contract rights, including rights between the parties to the contract based upon a rescission, abandonment, or breach of the contract, or the right of the undersigned to recover compensation for furnished labor, services, equipment, or material covered by this release if that furnished labor, services, equipment, or material was not compensated by the progress payment. Before any recipient of this document relies on it, that party should verify evidence of payment to the undersigned.

Dated: \_\_\_\_\_

\_\_\_\_\_  
(Company Name)

By: \_\_\_\_\_

Title: \_\_\_\_\_

**ATTACHMENT B-4**

**CONDITIONAL WAIVER AND RELEASE**

**UPON FINAL PAYMENT**

Upon receipt by the undersigned of a check from \_\_\_\_\_ (name of payor) in the amount of \$ \_\_\_\_\_ payable to \_\_\_\_\_ (payee or payees of check) and when the check has been properly endorsed and has been paid by the bank upon which it is drawn, this document shall become effective to release any mechanic's lien, stop notice or bond right the undersigned has on the project of the County of Amador located at \_\_\_\_\_ (project name and location). This release covers the final payment to the undersigned for all labor, services, equipment or material furnished on the job, except for disputed claims for extra work in the amount of \$ \_\_\_\_\_. Before any recipient of this document relies on it, said party should verify evidence of payment to the undersigned.

Dated: \_\_\_\_\_

\_\_\_\_\_  
(Company Name)

By: \_\_\_\_\_

Title: \_\_\_\_\_



**ATTACHMENT B-5**

**REDUCTION OF STOP NOTICE**

**CIVIL CODE § 3262**

NOTICE: THIS DOCUMENT WAIVES RIGHTS UNCONDITIONALLY AND IS ENFORCEABLE AGAINST YOU IF YOU SIGN IT, EVEN IF YOU HAVE NOT BEEN PAID. SEEK LEGAL ADVICE PRIOR TO SIGNING THIS DOCUMENT.

TO: THE COUNTY OF AMADOR

The Stop Notice claimed by \_\_\_\_\_ (Claimant/Name of Person or Firm Claiming Stop Notice) on that project known as \_\_\_\_\_ (name of project as it appears on Stop Notice) against the County of Amador dated \_\_\_\_\_ (date of Stop Notice) is hereby partially reduced in the amount of \$ \_\_\_\_\_.

The remaining balance of the stop notice is \$ \_\_\_\_\_.

Dated: \_\_\_\_\_ Firm Name \_\_\_\_\_  
(Enter Name as it Appears on Stop Notice)

By: \_\_\_\_\_  
(Owner or Agent of Stop Notice Claimant Must Sign Here and Verify Below)

NOTE: This reduction: (1) shall not preclude the service of a subsequent stop notice that is timely and proper; (2) shall release the owner from any obligation to withhold money on account of the Stop Notice, to the extent of the reduction; (3) shall be effective to release claimant's right to enforce the Stop Notice, to the extent of the reduction; and (4) shall not operate as a release of any right that the claimant may have, other than the claimant's right to enforce the Stop Notice, to the extent of the reduction.

**Verification**

I, the undersigned, say: I am the \_\_\_\_\_ (president/ owner/ manager/ etc.) of the Claimant of the above-referenced Stop Notice. I have read this Reduction of Stop Notice and know the contents thereof; the same is true of my own knowledge. I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct. Executed on \_\_\_\_\_, 20\_\_\_\_, at \_\_\_\_\_, California.

\_\_\_\_\_  
(Personal signature of individual who is verifying contents of release)

**ATTACHMENT B-6**

**RELEASE OF STOP NOTICE**

**CIVIL CODE § 3262**

NOTICE: THIS DOCUMENT WAIVES RIGHTS UNCONDITIONALLY AND IS ENFORCEABLE AGAINST YOU IF YOU SIGN IT, EVEN IF YOU HAVE NOT BEEN PAID. SEEK LEGAL ADVICE PRIOR TO SIGNING THIS DOCUMENT.

TO: THE COUNTY OF AMADOR

The Stop Notice claimed by \_\_\_\_\_ (Claimant/Name of Person or Firm Claiming Stop Notice) on that project known as \_\_\_\_\_ (name of project as it appears on Stop Notice) against the County of Amador dated \_\_\_\_\_ (date of Stop Notice) is fully released in the amount of \$ \_\_\_\_\_.

Dated: \_\_\_\_\_

Firm Name \_\_\_\_\_  
(Enter Name as it Appears on Stop Notice)

By: \_\_\_\_\_  
(Owner or Agent of Stop Notice Claimant Must Sign Here and Verify Below)

NOTE: This release: (1) shall not preclude the service of a subsequent stop notice that is timely and proper; (2) shall release the owner from any obligation to withhold money on account of the Stop Notice, to the extent of the reduction or release; (3) shall be effective to release claimant's right to enforce the Stop Notice, to the extent of the reduction or release; and (4) shall not operate as a release of any right that the claimant may have, other than the claimant's right to enforce the Stop Notice, to the extent of the reduction or release.

**Verification**

I, the undersigned, say: I am the \_\_\_\_\_ (president/ owner/ manager/ etc.) of the Claimant of the above-referenced Stop Notice. I have read this Release of Stop Notice and know the contents thereof; the same is true of my own knowledge. I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct. Executed on \_\_\_\_\_, 20\_\_\_\_, at \_\_\_\_\_, California.

\_\_\_\_\_  
(Personal signature of individual who is verifying contents of release)

**ATTACHMENT C  
ALCOHOL POLICY ACKNOWLEDGMENT FORM**

**ALCOHOL-FREE AND DRUG-FREE WORKPLACE AND DRUG & ALCOHOL TESTING  
POLICY ACKNOWLEDGMENT FORM FOR CONTRACTORS**

The undersigned, authorized signatory for \_\_\_\_\_ (the "Contractor"), certifies as follows:

1. Contractor has received a copy of the **AMADOR COUNTY ALCOHOL-FREE AND DRUG-FREE WORKPLACE AND DRUG & ALCOHOL TESTING POLICY** concerning maintenance of an alcohol-free and drug-free workplace as required by 41 U.S.C. Chapter 10 and California Government Code Section 8350 *et seq.*; and drug and alcohol testing as required by the Federal Highway Administration 49 C.F.R. Part 382 and Department of Transportation procedures for transportation workplace drug testing programs, 49 C.F.R. Part 40.
2. All of Contractor's officers, subcontractors, and agents who perform services pursuant to the Contract to which this **Attachment "C"** is attached will abide by that policy as a condition of the Contract.
3. If any of such officers, employees, subcontractors, or agents violates the Amador County Alcohol-Free Workplace and Drug & Alcohol Testing Policy, the County of Amador may terminate the Contract immediately.

Federal I.D. No. : 20-8133902

Printed Name: MICHAEL A. PAGANO

Signed: 

Date: 10/15/13

Title: PRESIDENT + CEO

**ATTACHMENT D**

**CONSTRUCTION PERFORMANCE BOND**

This Construction Performance Bond ("Bond") is dated \_\_\_\_\_, 2012, is in the penal sum of \$0.00, and is entered into by and between the parties listed below to ensure the faithful performance of the Construction Contract listed below. The Bond consists of this page and the Bond Terms and Conditions, Paragraphs 1 through 12, attached to this page. Any singular reference to \_\_\_\_\_ ("Contractor"), \_\_\_\_\_ ("Surety"), County of Amador ("County") or other party shall be considered plural where applicable.

CONTRACTOR:

Firm Name: \_\_\_\_\_

Address: \_\_\_\_\_  
\_\_\_\_\_

SURETY:

Firm Name: \_\_\_\_\_

Address of Principal  
Place of Business:  
\_\_\_\_\_  
\_\_\_\_\_

COUNTY OF AMADOR  
810 Court Street  
Jackson, CA 95642

Project Manager: **Name Here**

Construction Contract: **Place Title Here**  
Bid No. **XX-XX**  
Location: **Amador County**

Construction Contract dated \_\_\_\_\_ 2012 in the amount of \$0.00.

CONTRACTOR AS PRINCIPAL  
Company: (Corp. Seal)

SURETY  
Company: (Corp. Seal)

Signature: \_\_\_\_\_  
Name and Title

Signature: \_\_\_\_\_  
Name and Title

5. If Surety does not proceed as provided in Paragraph 4, above, then Surety shall be deemed to be in default on this Bond ten (10) days after receipt of an additional written notice from County to Surety demanding that Surety perform its obligations under this Bond. At all times County shall be entitled to enforce any remedy available to County at law or under the Construction Contract including, without limitation, and by way of example only, rights to perform work, protect work, mitigate damages, or coordinate work with other consultants or contractors.
6. Surety's monetary obligation under this Bond is limited by the amount of this Bond. Subject to these limits, Surety's obligations under this Bond are commensurate with the obligations of Contractor under the Construction Contract. Surety's obligations shall include, but are not limited to:
  - 6.1 The responsibilities of Contractor under the Construction Contract for completion of the Construction Contract and correction of defective work;
  - 6.2 The responsibilities of Contractor under the Construction Contract to pay liquidated damages, and for damages for which no liquidated damages are specified in the Construction Contract, actual damages caused by non-performance of the Construction Contract, including but not limited to all valid and proper backcharges, offsets, payments, indemnities, or other damages,
  - 6.3 Additional legal, design professional and delay costs resulting from the Contractor Default or resulting from the actions or failure to act of Surety under Paragraph 4, above.
7. No right of action shall accrue on this Bond to any person or entity other than County or its heirs, executors, administrators, or successors.
8. Surety hereby waives notice of any change, alteration or addition to the Construction Contract or to related subcontracts, purchase orders and other obligations, including changes of time. Surety consents to all terms of the Construction Contract, including provisions on changes to the Contract. No extension of time, change, alteration, modification, deletion, or addition to the Contract Documents, or of the work required thereunder, shall release or exonerate Surety on this Bond or in any way affect the obligations of Surety on this Bond.
9. Any proceeding, legal or equitable, under this Bond shall be instituted in any court of competent jurisdiction where a proceeding is pending between County and Contractor regarding the Construction Contract, or in the courts of the County of Amador, or in a court of competent jurisdiction in the location in which the work is located.
10. Notice to Surety, County or Contractor shall be mailed or delivered to the address shown on the signature page.
11. Any provision in this Bond conflicting with any statutory or regulatory requirement shall be deemed deleted herefrom and provisions conforming to such statutory requirement shall be deemed incorporated herein.
12. Definitions:
  - 12.1 Balance of the Contract Sum: The total amount payable by County to Contractor pursuant to the terms of the Construction Contract after all proper adjustments have been made

**ATTACHMENT E**

**CONSTRUCTION LABOR AND MATERIAL PAYMENT BOND**

This Construction Labor and Material Payment Bond ("Bond") is dated \_\_\_\_\_, **2012**, is in the penal sum of \$\_\_\_\_\_, and is entered into by and between the parties listed below to ensure the payment of claimants under the Construction Contract listed below. The Bond consists of this page and the Bond Terms and Conditions, Paragraphs 1 through 13, attached to this page. Any singular reference to \_\_\_\_\_ ("Contractor"), \_\_\_\_\_ ("Surety"), County of Amador ("County") or other party shall be considered plural where applicable.

**CONTRACTOR:**

Firm Name: \_\_\_\_\_

Address: \_\_\_\_\_  
\_\_\_\_\_

**SURETY:**

Firm Name: \_\_\_\_\_

Address of Principal  
Place of Business:  
\_\_\_\_\_  
\_\_\_\_\_

COUNTY OF AMADOR  
810 Court Street  
Jackson, CA 95642

Project Manager: **Name Here**

Construction Contract: **Place Title Here**  
Bid No. **XX-XX**  
Location: **Amador County**

Construction Contract dated\_\_\_\_, **2012** in the amount of **\$0.00**.

CONTRACTOR AS PRINCIPAL  
Company: (Corp. Seal)

SURETY  
Company: (Corp. Seal)

Signature: \_\_\_\_\_  
Name and Title

Signature: \_\_\_\_\_  
Name and Title

10. Notice to Surety, County or Contractor shall be mailed or delivered to the address shown on the signature page. Actual receipt of notice by Surety, County or Contractor, however accomplished, shall be sufficient compliance as of the date received at the address shown-on the signature page.
11. This Bond has been furnished to comply with the California Mechanic's Lien Law, including, but not limited to, Civil Code §§3247, 3248, *et seq.* Any provision in this Bond conflicting with said statutory requirements shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirements shall be deemed incorporated herein. The intent is that this Bond shall be construed as a statutory bond and not as a common law bond.
12. Upon request by any person or entity appearing to be a potential beneficiary of this Bond, Contractor shall promptly furnish a copy of this Bond or shall permit a copy to be made.
13. DEFINITIONS
  - 13.1.1 Claimant: An individual or entity having a direct contract with Contractor or with a subcontractor of Contractor to furnish labor, materials or equipment for use in the performance of the Construction Contract, as further defined in California Civil Code §3181. The intent of this Bond shall be to include without limitation in the terms "labor, materials or equipment" that part of water, gas, power, light, heat, oil, gasoline, telephone service or rental equipment used in the Construction Contract, architectural and engineering services required for performance of the work of Contractor and Contractor's subcontractors, and all other items for which a stop notice might be asserted. The term Claimant shall also include the Unemployment Development Department as referred to in Civil Code §3248(b).
  - 13.1.2 Construction Contract: The agreement between County and Contractor identified on the signature page, including all Contract Documents and changes thereto.
  - 13.1.3 County Default: Material failure of County, which has neither been remedied nor waived, to pay Contractor as required by the Construction Contract, provided that failure is the cause of the failure of Contractor to pay the Claimants and is sufficient to justify Contractor termination of the Construction Contract.

**END OF DOCUMENT**

*misc*

# AGENDA TRANSMITTAL FORM

To: Board of Supervisors  
Date: October 16, 2013

From: Richard M. Forster, Chairman  
(Department Head - please type)

Phone Ext. x470

- Regular Agenda
- Consent Agenda
- Blue Slip
- Closed Session

Meeting Date Requested:

October 22, 2013

Department Head Signature \_\_\_\_\_

Agenda Title: Willow Springs Community Club

Summary: (Provide detailed summary of the purpose of this item; attach additional page if necessary)  
Approval of a request to waive building permit fees in the amount of \$102.00 to replace the electrical panel at the Willow Springs Schoolhouse.

Recommendation/Requested Action:

Fiscal Impacts (attach budget transfer form if appropriate)

Staffing Impacts

Is a 4/5ths vote required? Yes  No

Contract Attached: Yes  No  N/A   
 Resolution Attached: Yes  No  N/A   
 Ordinance Attached: Yes  No  N/A

Committee Review? N/A

Name \_\_\_\_\_

Committee Recommendation: \_\_\_\_\_

Comments: \_\_\_\_\_

Request Reviewed by:

Chairman \_\_\_\_\_ Counsel GG

Auditor EJL GSA Director hop

CAO \_\_\_\_\_ Risk Management \_\_\_\_\_

Distribution Instructions: (Inter-Departmental Only, the requesting Department is responsible for distribution outside County Departments)

## FOR CLERK USE ONLY

Meeting Date 10/22/13 Time \_\_\_\_\_ Item # 7a

Board Action: Approved Yes \_\_\_ No \_\_\_ Unanimous Vote: Yes \_\_\_ No \_\_\_

Ayes: \_\_\_\_\_ Resolution \_\_\_\_\_ Ordinance \_\_\_\_\_ Other: \_\_\_\_\_

Noes \_\_\_\_\_ Resolution \_\_\_\_\_ Ordinance \_\_\_\_\_

Absent: \_\_\_\_\_ Comments: \_\_\_\_\_

Distributed on \_\_\_\_\_

A new ATF is required from \_\_\_\_\_

Department \_\_\_\_\_

Completed by \_\_\_\_\_

For meeting \_\_\_\_\_

of \_\_\_\_\_

I hereby certify this is a true and correct copy of action(s) taken and entered into the official records of the Amador County Board of Supervisors.

ATTEST: \_\_\_\_\_

Clerk or Deputy Board Clerk

Save ....





Willow Springs Community Club  
c/o Kathy Vicini  
15500 Willow Creek Rd  
Plymouth, Ca 95669  
October 8, 2013

*Sponsored by the Amador Community Foundation*

Amador County Board of Supervisors  
810 Court St  
Jackson, Ca 95642

Re: Waiver of Building Permit fees, electrical panel replacement at the Willow Springs Schoolhouse

Dear Amador County Board of Supervisors:

The Willow Springs Schoolhouse on Highway 16 and De Martini Road in Plymouth has been a community gathering place since the Amador School district closed it down as an active school. It is still owned by the school district and 'leased' to the community club.

Recently the aged electrical panel failed and PG&E came and removed the meter and took the power off the building. We contacted Short Circuit Electric and Dave Gilmore offered to donate and replace the panel for us. A permit was pulled with the public works department for a residential panel because we honestly did not feel a building used for monthly 4H meetings and the occasional get-together would be considered 'commercial'. The \$102 fee was paid, permits pulled and work commenced.

Our final inspection was done and the permit signed off. We called PG&E and asked them to come and replace the meter and hook us up...no go. They wanted us to re-apply for service and in the process informed us that it was NOT a residence, it was commercial and the panel installed would not be accepted. Dave Gilmore tried to convince them otherwise and finally gave up offering to replace the panel with a commercial one.

We now have to pull another permit to do this and we are asking the board if they would consider waiving the additional \$102 permit fee for the new permit.

Sincerely,

Kathy Vicini, Secretary, WSCC

*misc*

# AGENDA TRANSMITTAL FORM

<input type="checkbox"/>	Regular Agenda
<input checked="" type="checkbox"/>	Consent Agenda
<input type="checkbox"/>	Blue Slip
<input type="checkbox"/>	Closed Session
Meeting Date Requested:	
10/22/13	

To: Board of Supervisors

Date: October 9, 2013

From: Jim McCart, Amador Fire Protection District Phone Ext. x391  
 (Department Head - please type)

Department Head Signature *[Signature]*

Agenda Title: CFD 2006-1 Special Tax Accountability Report for FY 2012/13

Summary: (Provide detailed summary of the purpose of this item; attach additional page if necessary)

In compliance with the Local Agency Special Tax & Bond Accountability Act (SB 165), receive and file the Amador County Community Facilities District 2006-1 (Fire Services) Special Tax Accountability Report for Fiscal Year 2012/2013.

Recommendation/Requested Action:

Recieve and File

Fiscal Impacts (attach budget transfer form if appropriate)

n/a

Staffing Impacts

Is a 4/5ths vote required? Yes  No

Contract Attached: Yes  No  N/A   
 Resolution Attached: Yes  No  N/A   
 Ordinance Attached: Yes  No  N/A

Committee Review? N/A

Name \_\_\_\_\_

Committee Recommendation: \_\_\_\_\_

Comments: \_\_\_\_\_

Request Reviewed by:

Chairman \_\_\_\_\_

Counsel *GC*

Auditor *[Signature]*

GSA Director *[Signature]*

CAO \_\_\_\_\_

Risk Management \_\_\_\_\_

Distribution Instructions: (Inter-Departmental Only, the requesting Department is responsible for distribution outside County Departments)

AFPD

### FOR CLERK USE ONLY

Meeting Date 10/22/13 Time \_\_\_\_\_ Item # 7B

Board Action: Approved Yes \_\_\_ No \_\_\_ Unanimous Vote: Yes \_\_\_ No \_\_\_

Ayes: \_\_\_\_\_ Resolution \_\_\_\_\_ Ordinance \_\_\_\_\_ Other: \_\_\_\_\_

Noes: \_\_\_\_\_ Resolution \_\_\_\_\_ Ordinance \_\_\_\_\_

Absent: \_\_\_\_\_ Comments: \_\_\_\_\_

Distributed on \_\_\_\_\_  
 Completed by \_\_\_\_\_  
 of \_\_\_\_\_

A new ATF is required from \_\_\_\_\_  
 Department \_\_\_\_\_  
 For meeting \_\_\_\_\_  
 of \_\_\_\_\_

I hereby certify this is a true and correct copy of action(s) taken and entered into the official records of the Amador County Board of Supervisors.

ATTEST: \_\_\_\_\_  
 Clerk or Deputy Board Clerk

Save



COUNTY OF AMADOR  
COMMUNITY FACILITIES DISTRICT NO. 2006-1  
(FIRE PROTECTION SERVICES)

**LOCAL AGENCY SPECIAL TAX AND BOND ACCOUNTABILITY  
ACT COMPLIANCE (SB 165)  
FISCAL YEAR 2013/14**

**KOPPEL & GRUBER**  
PUBLIC FINANCE

334 VIA VERA CRUZ, SUITE 256  
SAN MARCOS  
CALIFORNIA 92078

T. 760.510.0290  
F. 760.510.0288

## LOCAL AGENCY SPECIAL TAX AND BOND ACCOUNTABILITY ACT COMPLIANCE (SB 165)

---

### A. Background

The Local Agency Special Tax and Bond Accountability Act (“Accountability Act”) was enacted by California State Legislature through Senate Bill 165 to provide accountability measures for any local special tax and/or bond measure subject to voter approval on or after January 1, 2001. According to the requirements of the Accountability Act (*Sections 50075.1 and 53410 of the Government Code of the State of California*), an annual report must be filed by the local agency levying a special tax and/or issuing a bond measure on or before each January 1, commencing January 1, 2001 and shall contain a description of the following:

- (1) The amount of funds collected and expended to fund authorized facilities/services in the previous fiscal year.
- (2) The status of any project required or authorized to be funded by the special tax and/or bond measure.

The information contained in this Section has been compiled and is being presented pursuant to and in accordance with the requirements outlined in the Accountability Act for Fiscal Year 2012/13.

### B. Authorized Services

The purpose of CFD No. 2006-1 is to provide for the cost of providing (1) fire protection/paramedic services that are in addition to those provided in the territory within the CFD prior to the formation of CFD No. 2006-1, and (2) incidental expenses related to financing, forming and administering CFD No. 2006-1.

### C. Collection of Special Taxes & Expenditures

The table below shows the amount of Special Taxes collected and the expenditures made to fund the authorized services and incidental expenses of CFD No. 2006-1 from July 1, 2012 through June 30, 2013.

ITEM	AMOUNT
<b>BEGINNING BALANCE AS OF JULY 1, 2012</b>	<b>\$28,015.96</b>
<b><u>Sources of Funds</u></b>	
Special Tax Collections	\$32,756.08
<b><u>Expenditures</u></b>	
Administrative Expenses	(2,664.74)
Fire Protection/Paramedic Services	(27,710.80)
<b>ENDING BALANCE AS OF JUNE 30, 2013</b>	<b>\$30,396.50</b>

# AGENDA TRANSMITTAL FORM

To: Board of Supervisors

Date: October 15, 2013

From: Mike Boitano

(Department Head - please type)

Phone Ext. 481

Department Head Signature 

<input type="checkbox"/>	Regular Agenda
<input checked="" type="checkbox"/>	Consent Agenda
<input type="checkbox"/>	Blue Slip
<input type="checkbox"/>	Closed Session
Meeting Date Requested:	
<u>10/22/13</u>	




Agenda Title: Replacement of County vehicle

Summary: (Provide detailed summary of the purpose of this item; attach additional page if necessary)  
 This request is going directly to the Board of Supervisors because there is no Administrative Committee meeting until November 4th and Jeff Holman is holding the vehicle for a short period of time.

Recommendation/Requested Action:  
**Board Chairman signature**

Fiscal Impacts (attach budget transfer form if appropriate)	Staffing Impacts
Is a 4/5ths vote required? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	Contract Attached: Yes <input type="checkbox"/> No <input type="checkbox"/> N/A <input checked="" type="checkbox"/> Resolution Attached: Yes <input type="checkbox"/> No <input type="checkbox"/> N/A <input checked="" type="checkbox"/> Ordinance Attached: Yes <input type="checkbox"/> No <input type="checkbox"/> N/A <input checked="" type="checkbox"/> Comments: _____
Committee Review? Name _____ N/A <input checked="" type="checkbox"/> Committee Recommendation: _____	

Request Reviewed by:

Chairman _____	Counsel 
Auditor 	GSA Director 
CAO _____	Risk Management _____

Distribution Instructions: (Inter-Departmental Only, the requesting Department is responsible for distribution outside County Departments)  
 return copy of signed ATF to Ag Department

**FOR CLERK USE ONLY**

Meeting Date 10/22/13 Time \_\_\_\_\_ Item # 7C

Board Action: Approved Yes \_\_\_ No \_\_\_ Unanimous Vote: Yes \_\_\_ No \_\_\_

Ayes: \_\_\_\_\_ Resolution \_\_\_\_\_ Ordinance \_\_\_\_\_ Other: \_\_\_\_\_

Noes: \_\_\_\_\_ Resolution \_\_\_\_\_ Ordinance \_\_\_\_\_

Absent: \_\_\_\_\_ Comments: \_\_\_\_\_

Distributed on _____	A new ATF is required from _____	I hereby certify this is a true and correct copy of action(s) taken and entered into the official records of the Amador County Board of Supervisors.
	Department _____	
Completed by _____	For meeting of _____	ATTEST: _____ Clerk or Deputy Board Clerk

Save

OFFICE OF


# DEPARTMENT OF AGRICULTURE / WEIGHTS AND MEASURES

LOCATION: 12200-B AIRPORT ROAD, MARTELL, CA • PHONE (209) 223-6487 • FAX (209) 223-3312  
MAIL: 12200-B AIRPORT ROAD, JACKSON, CA 95642-9527 • email: agriculture@amadorgov.org



October 16, 2013

TO: Board of Supervisors

FROM: Michael Boitano 

RE: Purchase of a used vehicle

The Agriculture Department is requesting to purchase a 2012 Ford Fusion to replace our two Chevrolet Colorados.