

AGENDA TRANSMITTAL FORM

To: **Board of Supervisors**

Date: March 30, 2014

From: JON HOPKINS, DIRECTOR
 (Department Head - please type)

Phone Ext. X759

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

Meeting Date Requested:

04/08/14

Department Head Signature [Signature]

Agenda Title: Award Fuel RFP 13-19 to Hunt & Sons, Inc.

Summary: (Provide detailed summary of the purpose of this item; attach additional page if necessary)
 On Thursday, January 30, 2014, at 1:30 PM Request for Proposals for Fuel Services - RFP 13-29, were received, opened and read publicly. In consideration of evaluating all risks and benefits, the Evaluation Committee has concluded the best solution for meeting the overall needs for fueling services is Hunt & Sons Pacific Pride location in Martell.

Recommendation: 1) Award RFP 13-19 Fuel Services to Hunt & Sons waiving any irregularities and; 2) Authorize the GSA Director and County Counsel to develop a contract with final terms and conditions based upon Hunt & Sons proposal for a period three (3) years and; 3) Approve the Board Chairman to sign said contract.

Recommendation/Requested Action:
See above.

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

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: Memo attached dated 3/30/14

Request Reviewed by:
 Chairman _____ Counsel GG
 Auditor [Signature] GSA Director [Signature]
 CAO _____ Risk Management [Signature]

Distribution Instructions: (Inter-Departmental Only, the requesting Department is responsible for distribution outside County Departments)
 GSA-Jon Hopkins; County Counsel-Greg Gillott Contract to Risk

FOR CLERK USE ONLY

Meeting Date April 8, 2014 Time 9 a.m. Item # 4D

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
----------------------	---	--

GENERAL SERVICES ADMINISTRATION

MAIL: 12200-B Airport Road, Jackson, CA 95642
LOCATION: 12200-B Airport Road, Martell, CA
PHONE: (209) 223-6744 FAX: (209) 223-0749 E-MAIL: jhopkins@co.amador.ca.us



SUMMARY MEMORANDUM

TO: Board of Supervisors
FROM: Jon Hopkins, GSA Director *JH*
DATE: March 30, 2014
SUBJECT: RFP 13-19 Fuel services

On Thursday, January 30, 2014, at 1:30 PM Request for Proposals for Fuel Services - RFP 13-29, were received, opened and read publicly. Attachments include:

- 1) Evaluation Score Sheet - This sheet represents the scores of each firm that submitted a proposal.
- 2) Cost Summary Sheet - This sheet represents the collected information from each proposer in regards to an average fuel cost proposed for unleaded and diesel fuels during the same six (6) month period of time. Taxes and profit and overhead are also shown.
- 3) Proposal Summary Sheet - This summarizes information received from each proposer.

Request for Proposals (RFP) differ from an Invitation to Bid in that other criteria besides price is used to determine who is awarded a contract; they are also governed by laws differently. Everything shifts to a higher level of complexity because an RFP is a negotiated process. In this particular case the RFP required the consultation of ten (10) public agencies with varying needs. The Evaluation Committee included Four (4) of the ten (10) public agencies and consisted of six (6) members.

In consideration of evaluating all risks and benefits, the Evaluation Committee has concluded the best solution for meeting the overall needs for fueling services is Hunt & Sons Pacific Pride location in Martell. The advantages are:

1. Overall best site;
2. Best fuel cost at OPIS Low Rack versus OPIS Average Rack or Retail Direct Cost;
3. Guarantees Low Rack pricing even if commodity runs out;
4. Established billing software that integrates with County's WinCAMS software.

Oil Price Information Service (OPIS) provides daily historical data for Wholesale/Rack and Retail fuel prices. OPIS is used to: 1) negotiate and benchmark fuel contracts and; 2) competitively shop and keep suppliers honest and; 3) measure company performance and evaluate competition and; 4) reconcile invoices and evaluate inventory and; 5) ensure the best price with a quick scan. A random example of an OPIS report is attached. Verifying retail cost requires actually looking at the vendors invoicing, billing and accounting to determine the cost of fuels.

Based upon the Committee's review I submit the follow recommendation.

Recommendation: 1) Award RFP 13-19 Fuel Services to Hunt & Sons waiving any irregularities and; 2) Authorize the GSA Director and County Counsel to develop a contract with final terms and conditions based upon Hunt & Sons proposal for a period three (3) years and; 3) Approve the Board Chairman to sign said contract.

Cc: Chuck Iley, CAO
file

AGENDA TRANSMITTAL FORM

To: **Board of Supervisors**

Date: April 1, 2014

From: JON HOPKINS, DIRECTOR
(Department Head - please type)

Agmt

Phone Ext. X759

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

Meeting Date Requested:

04/08/14

Department Head Signature *[Signature]*

Agenda Title: Award RFP 14-06 to Bennett Trenchless Engineers, Inc.

Summary: (Provide detailed summary of the purpose of this item; attach additional page if necessary)
On Thursday, March 27, 2014, at 1:30 PM Request for Proposals for Rabbit Creek Causeway Culvert Repair Project – Phase II Culvert Replacement - RFP 14-06, were received, opened and read publicly. In consideration of evaluating all risks and benefits, the Evaluation Committee has concluded the best solution for meeting the overall needs for Engineering & Design Services is Bennett Trenchless Engineers, Inc. proposal (see attached Evaluation Score Sheet). The Work includes separate Tasks (1 through 4) which are recommended to be negotiated by the Director of Public Works & Bennett Trenchless Engineers, Inc. based upon agreeable terms and conditions by both parties prior to Engineer being given a Notice to Proceed for each Task. At this time it is recommended only to contract for Task One until negotiated agreeable terms and conditions can be reached for Task 2 through 4.

Recommendation: 1) Award RFP 14-06 to Bennett Trenchless Engineers, Inc. in an amount not to exceed \$13,478.00 for Task One and; 2) Approve the attached Agreement and; 3) Authorize the Director of Public Works to negotiate agreeable terms and conditions for Task 2 through 4.

Recommendation/Requested Action:
See above.

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

Committee Review? N/A

Name _____

Committee Recommendation: _____

Comments: _____

Request Reviewed by:

Chairman _____ Counsel *GG*

Auditor *EDL* GSA Director *[Signature]*

CAO _____ Risk Management *[Signature]*

Distribution Instructions: (Inter-Departmental Only, the requesting Department is responsible for distribution outside County Departments)
GSA-Jon Hopkins; County Counsel-Greg Gillott; Aaron Brusatori, Public Works Director *Contract to Risk*

FOR CLERK USE ONLY

Meeting Date April 8, 2014 Time 9 a.m. Item # 4E

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
----------------------	---	--

AGREEMENT for ENGINEERING & DESIGN SERVICES

THIS AGREEMENT FOR ENGINEERING & DESIGN SERVICES (this "Agreement") is entered into as of **April**____, 2014 by and between the COUNTY OF AMADOR, a political subdivision of the State of California (the "County") and Bennett Trenchless Engineers, Inc. whose place of business is at 90 Blue Ravine Road, Suite 165, Folsom, CA, hereinafter called ("Consultant").

RECITALS

A. Pursuant to Government Code section 31000, County desires to engage assistance to provide the hereinafter set forth special services.

B. Consultant is in the business of providing consulting services similar to those set forth in this Agreement.

C. County desires to engage Consultant, and Consultant desires to be hired by County, to perform the work described below, upon the terms and conditions set forth in this Agreement.

NOW THEREFORE, in consideration of the performance of the covenants herein contained, the parties agree as follows:

1. SERVICES TO BE RENDERED BY CONSULTANT.

- 1.1 Upon request from County, Consultant will provide all equipment, supplies and personnel to perform professional **Engineering & Design Services as described in the County's Request for Proposal 14-06 Rabbit Creek Causeway Culvert Repair Project – Phase II Culvert Replacement** (the "Work"). The Work is more particularly described on **Attachment A** attached and incorporated by this reference. Consultant shall comply with all applicable Federal, State and local laws relating to Consultant's performance of this Agreement.
- 1.2 Consultant shall perform the Work in a manner consistent with the level of competency and standard of care normally observed by a person practicing in Consultant's profession. If County determines that any of the Work is not performed in accordance with such level of competency and standard of care, County, in its sole discretion, shall have the right to do any or all of the following: (a) require Consultant to meet with County to review the quality of the Work and resolve matters of concern; (b) require Consultant to repeat any substandard Work at no additional charge until it is satisfactory; (c) terminate this Agreement pursuant to section 4 below; or (d) pursue any and all other remedies at law or in equity.
- 1.3 Consultant is authorized to proceed immediately following full execution of this Agreement and delivery and approval of required insurance documents as required by Section 11. Performance of the Work shall be completed within the time required herein or prescribed for an individual task by County; provided, however, that if performance is delayed by earthquake, flood, high water or other act of God, or by strike, lockout, or similar labor disturbances, the time for Consultant's performance of this Agreement shall be extended by the number of days equal to the number of days of delay.
- 1.4 Consultant and County acknowledge that portions of the work to be performed hereunder may be subject to payment of prevailing wages in accordance with California law. For all

covered work, Consultant must comply with California prevailing wage laws (California Labor Code section 1770 *et seq.*), and must pay and require payment of wages according to prevailing wage rates established by the California Department of Industrial Relations. Consultant is advised to obtain current prevailing documents entitled "Basic Trades or Sub-Trades Rates" as determined by the Director of the Ca California Department of Industrial Relations, available for review at: http://www.dir.ca.gov/DLSR/statistics_research.html, or mail to: Department of Industrial Relations, Division of Labor Statistics and Research, P.O. Box 420603, San Francisco, CA 94142-0603, or call (415) 703-4780. (A copy is also available via the Internet at the Public Works Agency offices.) Consultant shall indemnify, defend and hold County harmless from any loss, damage, liability or expense resulting from Consultant's failure to comply with applicable prevailing wage statutes.

2. SERVICES TO BE RENDERED BY COUNTY. County agrees to make available to Consultant all prior year financial statements, budgets, previous audit information and other information of related material in possession of the County and applicable to the Work.
3. CHANGES IN SCOPE OF SERVICES. Only the Amador County Board of Supervisor or the General Services Director has the authority to agree to any extension of time, change order, change in the scope of work, change in the contract price, or other term or condition affecting either Consultant's or County's duties set forth herein. Adjustments in compensation, if any, shall be determined through negotiation between the parties to the Agreement and are subject to approval by the Board of Supervisors or the General Services Director. Consultant acknowledges that no County staff person or County officer other than the Board of Supervisors or the General Services Director has the power to amend the terms and conditions of this Agreement. Any change not so authorized in advance in writing by the Board of Supervisors or General Services Director shall be null and void.
4. TERM; TERMINATION OF AGREEMENT. This Agreement shall commence on the date of execution by County and shall terminate on **April 1, 2015**. County reserves the right to terminate this Agreement with or without cause on **thirty (30)** days written notice to Consultant. In the case of such early termination, Consultant shall be paid for all services satisfactorily rendered up to the effective date of termination, up to the maximum fee prescribed for any task.

This County may immediately terminate this Agreement upon written notice to Consultant in the event Consultant or any of its employees or subcontractors fails to provide, in any manner, the services required under this Agreement or otherwise fails to comply with the terms of this Agreement.

5. COMPENSATION TO CONSULTANT. Consultant shall submit monthly invoices in arrears indicating for each item of the Work the task performed, hours of work expended (in quarter-hour increments), hourly rate or rates of persons performing the task, and copies of receipts for reimbursable materials or expenses. Compensation to Consultant shall be paid on a time-and-materials basis, in accordance with the services set forth on Attachment B, which is attached and incorporated by this reference. In no event shall the amount paid to Consultant under this Agreement exceed **Thirteen Thousand Four Hundred Seventy Eight Dollars and no Zero cents (\$13,478.00)**.

County shall make payment to Consultant within 30 days of the invoice for payment, based upon the services described on the invoice and in an amount properly allowed by the County.

6. SUPERVISION OF THE WORK.

- 6.1 Consultant shall supervise and direct the Work, using Consultant's best skill and attention. Consultant shall be solely responsible for all methods, techniques, sequences and procedures, and shall coordinate all portions of the Work. County will deal only through Consultant, who shall be responsible for the proper execution of the entire Work.
- 6.2 Consultant shall assign only competent personnel to perform any portion of the Work. If at any time County, in its sole discretion, desires the removal of any person or persons assigned by Consultant to perform the Work, Consultant shall remove such person or persons immediately upon receiving written notice from County. If any person is identified in this Agreement, (or any attachment hereto), Consultant shall not remove, replace, substitute, or otherwise change any key personnel without the prior written consent of County.
- 6.3 Consultant shall be responsible to County for the acts and omissions of Consultant's employees, subcontractors, and their agents and employees, and any other persons performing any of the Work under a contract with Consultant.
- 6.4 A subcontractor ("Subcontractor") is a person or organization that has a direct contract with Consultant to perform any of the Work. Consultant agrees that it is as fully responsible to County for the acts and omissions of Subcontractors and of persons either directly or indirectly employed by Consultant as it is for the acts and omissions of persons directly employed by it. Nothing contained in this Agreement or any other document associated with the performance of the work shall create any contractual relation between any Subcontractor and County.
- 6.5 Consultant agrees to bind every Subcontractor and every Subcontractor agrees to be bound by the terms of this Agreement as to that portion of the Work performed by Subcontractor, unless specifically noted to the contrary in a subcontract approved in writing by County. Subcontractor agrees to be bound to the Consultant by the terms of this Agreement and to assume toward Consultant all of the obligations and responsibilities that the Consultant assumes toward County. Consultant agrees to be bound to the Subcontractor by all of the obligations that County assumes to Consultant under this Agreement as to the portion of the Work performed by Subcontractor.

7. CONFERENCES, VISITS TO SITE, INSPECTION OF WORK. In the event it should become necessary for the State or County to hold any conference or visit the site of a project, as a part of any such conference, Consultant shall cooperate fully with the parties involved and shall arrange for qualified representatives of Consultant, upon request of County, to attend any such conference or visit to the site as a part thereof.

8. ASSIGNMENTS. Neither party may assign, sublet, or transfer its interest in this Agreement without the written consent of the other.

9. CONSULTANT NOT EMPLOYEE OF COUNTY. It is understood that Consultant is not acting hereunder as an employee of County, but solely as an independent contractor. Consultant, by virtue of this Agreement, has no authority to bind or incur any obligation on behalf of County. Except as expressly provided in this Agreement, Consultant has no authority or responsibility to exercise any rights or power vested in County. It is understood by both

Consultant and County that this Agreement shall not under any circumstances be construed or considered to create an employer-employee relationship or a joint venture.

10. LICENSES, PERMITS, ETC. Consultant represents and warrants to County that it or its principals have all licenses, permits, qualifications, and approvals of whatsoever nature that are legally required for Consultant to practice its profession and to perform the Work. Consultant represents and warrants to County that Consultant shall, at its sole cost and expense, keep in effect at all times during the term of this Agreement any license, permits, and approvals that are legally required for Consultant or its principals to practice its profession and perform the Work. Consultant further represents and warrants to County that any Subcontractor engaged by Consultant to perform a portion of the Work shall similarly possess all licenses, permits, qualifications, and approvals of whatsoever nature that are legally required for the Subcontractor to perform the portion of the Work that is the subject of the subcontract at issue.

11. INSURANCE.

11.1 Consultant shall take out and maintain at all times during the performance of any work to be done under the terms of this Agreement, a policy or policies of insurance as follows:

11.1.1 Commercial Liability - Commercial Liability Insurance with limits of not less than One Million Dollars (\$1,000,000) per Occurrence and Two Million Dollars (\$2,000,000) annual aggregate for bodily injury and property damage, including volunteer excess medical coverage. Policy shall also include endorsements for the following coverage: premises, personal injury, and blanket contractual coverage. General Liability shall be on an Occurrence Form.

11.1.2 Commercial Automobile Liability - Automobile Liability Insurance of not less than One Million Dollars (\$1,000,000) combined single limit per person for bodily injury and property damage in the event motor vehicles are used in the course of this Agreement. Coverage must include owned, non-owned, and hired vehicles.

11.1.3 Professional Liability - In the event Consultant is a licensed professional, and is performing professional services under this contract, professional liability insurance is required with a limit of liability not less than \$1,000,000 per occurrence and \$2,000,000 annual aggregate. If Professional Liability insurance is written on a claims made form, insurance for a period of at least three (3) years following completion of performance of the Work, or, in the alternative, the policy shall be endorsed to provide not less than a 3-year discovery period.

11.2 Consultant shall furnish a certificate of insurance satisfactory to the Amador County Office of Risk Management, 810 Court Street, Jackson, CA 95642 or Risk@amadorgov.org as evidence that the insurance required above is being maintained. Consultant agrees that the insurance required above shall be in effect at all times during the term of this contract. In the event the insurance coverage expires at any time or times during the term of this contract, Consultant agrees to provide at least 30 days prior to the expiration date a new certificate of insurance evidencing insurance coverage as provided for herein for not less than the remainder of the term of this Agreement, or for a period of not less than one year. Certificates of insurance and policy endorsements must be received and approved by Risk Management prior to beginning the Work.

11.3 Certificates of insurance and policy endorsements must include the following provisions:

11.3.1 The insurer will not cancel the insurance coverage without 30 days' prior written notice to the County (10 days prior written notice for nonpayment of premiums); and

11.3.2 Commercial Liability and Commercial Automobile Liability policies shall be endorsed to name the County of Amador, its officers, officials, employees, and volunteers as additional insured, but only insofar as the operations under this Agreement are concerned.

11.4 Consultant's insurance coverage shall be primary insurance as respects the County, its officers, officials, employees, representatives and agents. Any insurance or self-insurance maintained by the County, its officers, officials, employees, representatives and agents shall be in excess of the Consultant's insurance and shall not contribute with it.

11.5 Consultant shall require each of its subcontractor 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.

11.6 Consultant shall be responsible for payment of any deductible contained in any insurance policy required under this Agreement and Consultant shall also be responsible for alleged claim or loss arising out of Consultant's work hereunder, Consultant shall immediately satisfy in full the SIR provisions of the policy in order to trigger policy coverage and defense for the Consultant, additional insureds, and any indemnified party. 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) Consultant'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) Consultant shall provide a financial guarantee, satisfactory to the County's Risk Manager, guaranteeing payment of losses and related investigations, claim administration, and defense expenses.

12. WORKERS' COMPENSATION INSURANCE. In accordance with the provisions of Article 5, Chapter 1, Part 7, Division 2 (commencing with Section 1860), and Chapter 4, Part 1, Division 4 (commencing with Section 3700), of the Labor Code of the State of California, Consultant is required to secure the payment of compensation to his employees and shall for that purpose obtain and keep in effect adequate Workers' Compensation Insurance. Consultant is aware of the provisions of the Section 3700 of the Labor Code which requires every employer to be insured against liability for workers' compensation or to permissibly self-insure in accordance with the provisions before commencing the performance of the services of this Agreement. The Workers' Compensation policy shall contain or be endorsed to contain a waiver of subrogation against the County, its officers, officials, employees, representatives or agents.

13. OWNERSHIP OF DOCUMENTS AND RECORDS. Upon completion or termination of this Agreement, County shall be entitled to immediate possession of, and Consultant shall furnish, on request, all computations, records, correspondence and other pertinent data gathered or computed by Consultant for the Work prior to termination. Consultant may retain copies of such original documents for Consultant's files.

14. INDEMNIFICATION. Consultant agrees to indemnify, defend (upon 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 any negligent error, act or omission of Consultant or Consultant's officers, agents, employees, independent contractors, subcontractors, or authorized representatives unless resulting from the sole negligence, active negligence, or willful misconduct of an indemnified party. 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 Agreement on behalf of Consultant by any person or entity. Consultant's indemnity obligations shall not be limited by the amount of insurance provided.
15. PUBLIC RECORDS ACT DISCLOSURE. Consultant has been advised and is aware that all reports, documents, information and data including, but not limited to, computer tapes, discs or files furnished or prepared by Consultant, or any of its subcontractors, and provided to County may be subject to public disclosure as required by the California Public Records Act (California Government Code Section 6250 et seq.). Exceptions to public disclosure may be those documents or other information that qualify as trade secrets, as that term is defined in the California Government Code Section 6254.7, and of which Consultant informs County of such trade secret. The County will endeavor to maintain as confidential all information obtained by it that is designated as a trade secret. The County shall not, in any way, be liable or responsible for the disclosure of any trade secret including, without limitation, those records so marked if disclosure is deemed to be required by law or by court order.
16. RESPONSIBILITY FOR ERRORS. Consultant shall be responsible for its work and results under this Agreement. Consultant, when requested, shall furnish clarification and/or explanation as may be required by the County, regarding any services rendered under this Agreement at no additional cost to the County. In the event an error or omission attributable to Consultant occurs, then Consultant shall, at no cost to County, provide all necessary computations, analysis, studies, pertinent data and other professional services necessary to rectify and correct the matter to the sole satisfaction of County and to participate in any meeting with regard to the correction.
17. NON-DISCRIMINATION. Consultant shall provide all services under this Agreement without discrimination, and shall not discriminate against any employee or applicant for employment, on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, sex, age, or sexual orientation. Consultant will comply with Section 1735 of the Labor Code and all provisions of Executive Order No. 10925 of March 6, 1961, as amended, and all rules, regulations and relevant orders of the President's Committee on Equal Opportunity created thereby. Consultant shall also comply with the California Fair Employment and Housing Act (Government Code, Section 12900 and following).
18. CONFLICT OF INTEREST. Consultant warrants and represents that it presently has no interest and covenants that it will not acquire any interest, direct or indirect, that represents a financial

conflict of interest under state law or that would otherwise conflict in any manner of degree with the performance of the Work. Consultant further agrees that in the performance of this Agreement no person having any such interest shall be employed by Consultant.

19. ALCOHOL-FREE AND DRUG-FREE WORK PLACE POLICY. Consultant acknowledges that it has obtained and read a copy of the County's policy regarding alcohol free and drug free workplace, available for review at: Amadorgov.org/Policies, which is hereby made a part of and incorporated herein by reference into this Contract. Consultant shall execute as the policy acknowledgment attached hereto as **Attachment C**.

20. NOTICES. All notices herein provided to be given, or which may be given, by either party to the other, shall be deemed to have been fully given when made in writing and deposited in the United States Postal Services, certified with return receipt requested, with postage prepaid and addressed as follows:

To Consultant: Bennett Trenchless Engineers, Inc.
Attention: Mr. David Bennett, PhD, PE
90 Blue Ravine Road, Suite 165
Folsom, CA 95630

To County: Amador County Public Work Director
810 Court Street
Jackson, CA 94642

With a copy to: Office of the County Counsel
810 Court Street
Jackson, CA 95642

The address to which notice shall or may be mailed, as aforesaid, to either party shall or may be changed by written notice given by such party or the other, as hereinbefore provided, but nothing herein contained shall preclude the giving of any such notice by personal service.

21. CONTRACT EXECUTION. Each individual executing this Agreement on behalf of Consultant represents that he or she is fully authorized to execute and deliver this Agreement.

22. CONSTRUED PURSUANT TO CALIFORNIA LAW; VENUE. The parties hereto agree that the provisions of this Agreement will be construed pursuant to the laws of the State of California. Venue for all litigation relative to the formation, interpretation and performance of this Agreement shall be in Amador County, California.

23. INCORPORATION OF AGREEMENTS AND AMENDMENTS. This Agreement contains all agreements of the parties with respect to any matter mentioned herein. No other Agreement or understanding pertaining to any such matter shall be effective, unless in writing signed by the party to be charged. This Agreement may be modified by the parties hereto only in writing and signed by both parties.

24. SEVERABILITY. The invalidity of any provision of this Agreement, as determined by a court of competent jurisdiction, shall in no way affect the validity of any other provision hereof.

25. TIME OF ESSENCE. Time is hereby expressly declared to be the essence of this Agreement and of each and every provision thereof, and each such provision is hereby made and declared to be a material, necessary, and essential part of this Agreement.
26. RETENTION OF RECORDS. Pursuant to Government Code section 8546.7, the performance of any work under this Agreement 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 Agreement. Each party hereto shall retain all records relating to the performance of the Work and the administration of the Agreement for three years after final payment hereunder.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

COUNTY OF AMADOR

CONSULTANT:
Bennett Trenchless Engineers, Inc.

BY: _____
Chairman, Board of Supervisors

BY: _____

Name: **David Bennett** _____

Title: **Principal** _____

Federal I.D. No.: _____

APPROVED AS TO FORM:
OFFICE OF THE COUNTY COUNSEL
COUNTY OF AMADOR

BY: _____
Gregory Gillott

ATTACHMENT A – SCOPE OF WORK

The Work Includes:

- 1) RFP 14-06
- 2) Bennett Trenchless Engineers, Inc. Proposal Dated March 27, 2014
- 3) Work only includes Tasks One (1) which must be authorized by the Director of Public Works in writing.

These documents are hereby made a part of and incorporated herein by reference into this contract.

ATTACHMENT B – COMPENSATION

Consultant shall submit monthly invoices to County. The invoices shall include a description of the services provided during that month. Compensation to Consultant shall be paid monthly.

Compensation to Consultant shall be paid on a time and materials basis, with a cost-not-to-exceed **Thirteen Thousand Four Hundred Seventy Eight Dollars and no Zero cents (\$13,478.00)** as outlined in the attached document entitled “Proposed Scope and Fee for Bennett Trenchless Engineers Designs Services” dated March 27, 2014 for Task One (1) only, attached and incorporated by this reference.

County shall make payments to Consultant within 30 days of the invoice for payment, based upon the Task and Services described on the invoice and in an amount properly allowed by the County.

Consultant shall be given a Notice to Proceed for Task One (1) as outlined in the attached document entitled “Proposed Scope and Fee for Bennett Trenchless Engineers Designs Services” provided by Bennett Trenchless Engineers, Inc. dated March 27, 2014, attached and incorporated by this reference.

The California Constitution requires that any County contract that extends beyond the current fiscal year must be subject to future appropriations.

ATTACHEMENT C

**ALCOHOL-FREE AND DRUG-FREE WORK PLACE POLICY
AND DRUG & ALCOHOL TESTING POLICY FOR
FOR CONSULTANTS**

The undersigned, authorized signatory for **Bennett Trenchless Engineers, Inc.** (the “Consultant”), certifies as follows:

1. Consultant has received a copy of the AMADOR COUNTY ALCOHOL-FREE AND DRUG-FREE WORKPLACE AND DRUG 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 Consultant’s officers, subcontractors, and agents who perform services pursuant to the Agreement to which this **Attachment “C”** is attached will abide by that policy as a condition of the Agreement.

3. If any of such officers, employees, subcontractors, and agent violates the Amador County Alcohol-Free and Drug-Free Workplace and Drug and Alcohol Testing Policy, the County of Amador may terminate the Agreement immediately.

Federal I.D. No.: _____

Printed Name: David Bennett

Signed: _____

Date: _____

Title: Principal