

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

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

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

DUE TO THE GOVERNOR’S EXECUTIVE ORDER N-25-20, THE AMADOR COUNTY BOARD OF SUPERVISORS WILL BE CONDUCTING ITS MEETING VIA TELECONFERENCE. WHILE THIS MEETING WILL STILL BE CONDUCTED IN-PERSON AT 810 COURT STREET, WE **STRONGLY ENCOURAGE THE PUBLIC TO PARTICIPATE FROM HOME BY CALLING IN USING THE FOLLOWING NUMBER:**

+1-669-900-6833 (alternate phone numbers listed on amadorgov.org)
Access Code: 758 573 6084#

YOU MAY ALSO VIEW AND PARTICIPATE IN THE MEETING USING THIS LINK:

<https://zoom.us/j/7585736084>

The Chairman will call the meeting to order and after Board input, will invite the public to comment via phone/online to receive public comment.

REGULAR MEETING AGENDA

DATE: Tuesday, May 12, 2020
TIME: 9:00 AM
LOCATION: COUNTY ADMINISTRATION CENTER
BOARD OF SUPERVISORS CHAMBERS
810 Court Street
Jackson, CA 95642

CLOSED SESSION **8:30 A.M.** may be called for labor negotiations (pursuant to Government Code §54957.6), personnel matters (pursuant to Government Code §54957), real estate negotiations/acquisitions (pursuant to Government Code §54956.8), and/or pending or potential litigation (pursuant to Government Code §54956.9).

1. CONFERENCE WITH LABOR NEGOTIATORS: Pursuant to Government Code Section 54957.6.

1.a. County Negotiators: Greg Gillott, County Counsel; Chuck Iley, County Administrative Officer; Lisa Gaebe, Human Resources Director
Suggested Action: Discussion and possible action.

2. CONFERENCE WITH COUNTY COUNSEL: ANTICIPATED LITIGATION - {Government Code 54956.9(d) (2)}

- 2.a. Claim of Ashley Soares
Suggested Action: Discussion and possible action relative to claim
- 2.b. Claim of Richard Rider
Suggested Action: Discussion and possible action relative to claim

3. CONFERENCE WITH COUNTY COUNSEL: INITIATION OF LITIGATION - {GOVERNMENT CODE 54956.9(D) (4)}

- 3.a. One Case
Suggested Action: Discussion and possible action related to the initiation of litigation.

4. CONFIDENTIAL MINUTES:

- 4.a. Confidential Minutes: Review and possible approval of the April 28, 2020 Confidential Minutes.
Suggested Action: Approval

REGULAR SESSION **9:00 A.M.**

PLEDGE OF ALLEGIANCE:

PUBLIC MATTERS NOT ON THE AGENDA: Discussion items only, no action to be taken. Any person may address the Board at this time upon any subject within the jurisdiction of the Amador County Board of Supervisors; however, any matter that requires action may be referred to staff and/or Committee for a report and recommendation for possible action at a subsequent Board meeting. Please note - there is a three (3) minute limit per person.

APPROVAL OF AGENDA: Approval of agenda for this date; any and all off-agenda items must be approved by the Board (pursuant to §54954.2 of the Government Code.)

APPROVAL OF ITEMS ON THE CONSENT AGENDA: Items listed on the consent agenda (#8) are considered routine and may be enacted by one motion. Any item may be removed for discussion and possible action, and made a part of the regular agenda at the request of a Board member(s).

5. REGULAR AGENDA:

- 5.a. Resolution Recognizing Noel Dunne for his 34 Years of Service to Amador County & Congratulating him on his Retirement
Suggested Action: Adopt the Resolution
[BOS Resolution for Noel Dunne_draft.docx](#)
- 5.b. Board of Supervisors: Introduction and Adoption of a Resolution authorizing the appointment of Roger Pitto as Amador County Surveyor.
Suggested Action: Approval
[Appointment of County Surveyor_resol.doc](#)
[Roger Pitto Resume.pdf](#)

- 5.c. Discussion and possible action relative to creating a small business relief plan to assist struggling businesses and encourage the retention of jobs in the county. It is anticipated that the program would look similar to that being implemented by Sutter Creek (attached).
Suggested Action: Direction to staff. If funds are to be allocated from contingencies, then a 4/5 approval is required.
[Sutter Creek Small Business Relief Program - DRAFT.pdf](#)
- 5.d. Request reallocation of realignment revenue per section 17600.20 (a) of the Welfare and Institutions code. Requested transfer of \$26,142.50 from Social Services realignment and \$26,142.50 from Mental Health realignment for a total of \$52,285.00 to Health realignment. State rules allow an annual transfer of up to 10% between realignment funds, but requires a public hearing to do so.
Suggested Action: Approve the resolution and journal authorizing the reallocation of realignment revenue after the Public Hearing.
[FY2019-2020 Realignment Transfer Request 04.29.20.pdf](#)
[FY19-20 Resolution Reallocation of Realignment Revenue 05.12.20.docx](#)
[Journal-Realignment Transfer 05.12.20.pdf](#)
- 5.e. Minutes: Review and possible approval of the April 28, 2020 Board of Supervisors Meeting Minutes.
Suggested Action: Approval
- 6. CONSENT AGENDA:** Items listed on the consent agenda are considered routine and may be enacted by one motion. Any item may be removed for discussion and possible action, and made a part of the regular agenda at the request of a Board member(s).
- 6.a. Budget increase request of \$159,879.00 to the Grants budget for the Public Safety Power Shutoff Grant.
Suggested Action: Approve the budget increase request.
[Budget Increase Memo-PSPS Grant 04.29.20.pdf](#)
[Budget Increase-1990 PSPS Grant Increase 05.12.20.pdf](#)
- 6.b. Internal Control Manual and Shortage/ Closure of Sheriff's Office Petty Cash Fund
Suggested Action: Approval of Internal Control Manual and Shortage/ Closure of Sheriff's Office Petty Cash Fund
[BOSPettyCash.pdf](#)
- 6.c. Declaring Local State of Emergency in Amador County Due to Pervasive Tree Mortality
Suggested Action: Approve the Resolution
[LocalEmergency Tree Mortality resolution.doc](#)
- 6.d. Extension of the Declaration of a Local Health Emergency in Amador County due to COVID-19 issued by the Amador County Health Officer on March 12, 2020; and Extension of the Proclamation issued by the Director of Emergency Services on March 17, 2020.
Suggested Action: Approve both Extensions of Emergency Declarations
[Local Emergency-OES.docx](#)
[Local Health Emergency-Health Officer.docx](#)
- 6.e. General Services Administration: RFP 20-08 Pathology & Autopsy Services
Suggested Action: 1) Award RFP 20-08 to the El Dorado County Sheriff's Office and; 2) Authorize the Undersheriff and County Counsel to negotiate final terms and conditions based upon the Sample Agreement and the El Dorado County Sheriff's Office proposal dated April 9, 2020 for a period of

five (5) years and; 3) Approve the Board Chair to execute said agreement with the El Dorado County Sheriff's Office contingent upon agreeable terms and conditions.

[RFP 20-08 BOS Memo Pathology & Autopsy Services 4.27.20 \(1\).pdf](#)

[RFP 20-08 Bid Receipt Pathology and Autopsy Services .pdf](#)

[RFP 20-08 Exhibit A Sample Agreement 2.25.20.pdf](#)

[Proposal El Dorado County RFP 20-08.pdf](#)

[Final Eval. RFP 20.08 4.16.20.xlsx](#)

6.f. General Services Administration: Fuel services - Third Amendment

Suggested Action: 1) Dispense with the formal RFP procedures and; 2) Approve the amendment for an additional three (3) years with Hunt & Sons, Inc. to provide fuel services.

[RFP 13-19 Fuel Services 3 yr Extension Memo 4.28.2020 \(1\).pdf](#)

[Fuel Services 3rd Contract Amendment 4.28.2020.pdf](#)

6.g. General Services Administration: ITB 19-20 Sheriff's Office Vehicles Purchase & Increase Motor Pool Budget

Suggested Action: 1.) Purchase four (4) 2021 Interceptors utilizing the City of Sacramento contract B19153311005 with Downtown Ford in an amount not to exceed \$198,904.06 from Downtown Ford and; 2.) Approve the Budget Transfer from the Motor Pool Replacement Fund to the Motor Pool budget by \$52,635.10

[Memo ITB 19-20 Big Valley Ford Memo 4.29.20.pdf](#)

[City Of Sac Contract-with Downtown Ford .pdf](#)

[Budget Increase 7800.pdf](#)

6.h. Assessor Megabyte 2020 MPTS Property Tax System Maintenance Support Agreement

Suggested Action: Approve

[2020_AGREEMENT MPTS PROPERTY TAX SYSTEM MAINTENANCE.pdf](#)

6.i. General Services Administration: RFP 20-03 Engineering and Design for Road Culvert Rehabilitation/Replacement

Suggested Action: 1) Award RFP 20-03 to Cal Engineering and Geology, Inc. in an amount not to exceed \$50,000.00 for a three (3) year period and an addendum in an amount not to exceed \$50,000.00 for environmental and permitting services if needed and; 2) Authorize the Public Works Director and County Counsel to negotiate final terms and conditions and develop a contract based upon the Sample Agreement, Cal Engineering and Geology, Inc.'s proposal dated February 20, 2020 and RFP 20-03 and; 3) Approve the Board Chair to execute said agreement with Cal Engineering and Geology, Inc. contingent upon agreeable terms and conditions.

[RFP No.20-03 Cal Engineering & Geology Proposal 5.6.20.pdf](#)

[Exhibit A Consultant Services Agreement 5.6.20.docx](#)

[Final Eval Sheet Short List 5.6.20.xlsx](#)

[RFP 20-03 Bid Receipt 5.6.20.pdf](#)

[RFP 20-03 Memo to Board with recommendations 5.6.20.pdf](#)

6.j. General Services Administration: RFP 20-09 Aviation Fuel Services

Suggested Action: 1) Award RFP 20-09 to Ascent Aviation Group, Inc. a subsidiary of World Fuel Services, Inc. and; 2) Authorize the Airport Manager and County Counsel to negotiate final terms and conditions based

upon the Sample Agreement and Ascent Aviation Group, Inc. a subsidiary of World Fuel Services, Inc. proposal dated April 2, 2020 for a period of five (5) years and; 3) Approve the Board Chair to execute said agreement with Ascent Aviation Group, Inc. a subsidiary of World Fuel Services, Inc. contingent upon agreeable terms and conditions.

[RFP 20-09 BOS Memo Aviation Fuel Services 4.29.20 \(4\).pdf](#)
[RFP 20-09 Exhibit A Sample Agreement 2.26.20.pdf](#)
[RFP 20-09 Bid Receipt.pdf](#)
[RFP 20-09 World Fuel Services Scanned File.pdf](#)
[Final Eval 20-09 .xlsx](#)

- 6.k. State Route 88 / Pine Grove Improvement Project; Purchase Agreement with Sunrise Square Corporation APN: 030-200-077
Suggested Action: 1. Approve Purchase Agreement; and
2. Authorize Chairman to sign agreement, certificates of acceptance for each deed, and escrow instructions.
[2020-05-12_Memo_SR88 RW Sunrise Square Corporation.pdf](#)
[2020-05-12_Purchase Agreement_SR88 RW Sunrise Square Corporation.pdf](#)
- 6.l. State Route 88 / Pine Grove Improvement Project;
Purchase Agreement with Pine Grove Community Services District APN: 030-200-030
Suggested Action: 1. Approve Purchase Agreement; and
2. Authorize Chairman to sign agreement, certificates of acceptance for each deed, and escrow instructions.
[2020-05-12_Memo_SR88 RW Pine Grove Community Services District.pdf](#)
[2020-05-12_Purchase Agreement_Pine Grove Community Services District.pdf](#)
- 6.m Fiddletown Road Bridge Replacement Project BRLS 5926 (035); Purchase Agreement with Brandi White APNs: 014-240-068
Suggested Action: 1. Approve Purchase Agreement; and
2. Authorize Chairman to sign agreement, certificates of acceptance for each deed, and escrow instructions.
[2020-05-12_Memo_BRLS 5926 \(035\) Purchase Agreement.pdf](#)
[2020-05-12_BRLS 5926 \(035\) Purchase Agreement.pdf](#)
- 6.n. 19-12 - 2018 / 2019 County Dig-Outs Project Buena Vista Road and Stony Creek Road
Resolution of Acceptance, Final Agreement and Release of Claims - Tom Mayo Construction, Inc.
Suggested Action: 1. Adopt resolution accepting the 2018 / 2019 County Dig-Outs Project Buena Vista Road and Stony Creek Road Project as complete;
2. Proposed Final Estimate and authorize Chairman to sign Contract Change Order No. 1;
3. Authorize Chairman to sign Agreement and Release of Claims.
[2020-05-12_Memo 19-12 Tom Mayo_Agreement and Release of Claims.pdf](#)
[19-12_Resolution of Acceptance.pdf](#)
[19-12_Proposed Final Estimate.pdf](#)
[19-12_Agreement and Release of Claims.pdf](#)
- 6.o. 19-14 - Curran Road Hot Mix Asphalt Overlay Project (PM 0.00 to 1.00)
Resolution of Acceptance, Final Agreement and Release of Claims - George Reed, Inc.
Suggested Action: 1. Adopt resolution accepting the Curran Road Hot Mix Asphalt Overlay Project (PM 0.00 to 1.00) as complete;
2. Proposed Final Estimate and authorize Chairman to sign Contract Change Order No. 1;
3. Authorize Chairman to sign Agreement and Release of Claims.
[2020-05-12_19-14 Memo_Curran Road Hot Mix Asphalt Overlay Project-Resolution, Final Agreement and Release of Claim.pdf](#)
[19-14 Resolution of Acceptance.pdf](#)
[19-14 Contract Change Order No.1.pdf](#)

[19-14 Agreement and Release of Claims.pdf](#)

- 6.p. 19-15 - Camanche Road Hot Mix Asphalt Overlay Project (PM 2.95 to 4.29)
Resolution of Acceptance, Final Agreement and Release of Claims - George Reed, Inc.
Suggested Action: 1. Adopt resolution accepting the Camanche Road Hot Mix Asphalt Overlay Project (PM 2.95 to 4.29) as complete;
2. Proposed Final Estimate and authorize Chairman to sign Contract Change Order No. 1;
3. Authorize Chairman to sign Agreement and Release of Claims.
[2020-05-12_Memo_19-15 Camanche Road_Final Agreement and Release of Claims.pdf](#)
[19-15 Contract Change Order No. 1.pdf](#)
[19-15 Final Agreement and Release of Claims.pdf](#)
[19-15 Proposed Final Estimate.pdf](#)
- 6.q. Approval of modifications to the Job Description of the Chief District Attorney Investigator
Suggested Action: Approve the modifications
[Chief DA Investigator Memo.doc](#)
[Chief District Attorney Investigator 5.20 Draft.pdf](#)
[Chief Job Description 5.20 Final.pdf](#)
- 6.r. Modification of the Human Resources Technician job description in order to more accurately reflect the duties and requirements of the position. The salary will not change. This position is currently vacant, but will be advertised following approval with the revised description.
Suggested Action: Approve of the proposed changes
[Human Resources Technician 2020 Draft no mark ups.pdf](#)
[Human Resources Technician 2020 - DRAFT w markups.pdf](#)
[HR Technician Memo.doc](#)
- 6.s. Township 2 Cemetery Board: Reappointment of Donald Slayton & Donald Smith to the subject Committee each for four (4) year terms
Suggested Action: Approve the Reappointments
- 6.t. Historic Cemeteries Board:
Reappointment of Joseph Lagomarsino, Barbara McMahon, Cynthia Cass, Carolyn Fregulia, and Sabeth Ireland to the subject commission, all for 2 year terms.
Suggested Action: Approve the Reappointments
- 6.u. Appointment of Ms. Colly Pearson to the Amador County Commission on Aging
Suggested Action: Approve the Appointment
[Colly Pearson Application.pdf](#)

ADJOURNMENT: UNTIL TUESDAY, MAY 26, 2020 AT 9:00 A.M. (CLOSED SESSION BEGINS AT 8:30 A.M.)

Public hearing items will commence no sooner than the times listed on the agenda. Closed Session agenda items may be heard before or after scheduled public hearings, dependent upon progression of the agenda.

In compliance with the Americans with Disabilities Act, if you are a disabled person and you need a disability-related modification or accommodation to participate in this meeting, please contact the Clerk of the Board staff, at (209) 223-6470 or (209) 257-0619 (fax). Requests

must be made as early as possible and at least one-full business day before the start of the meeting. Assisted hearing devices are available in the Board Chambers for public use during all public meetings.

Board of Supervisors Agenda Item Report

Submitting Department: Board of Supervisors

Meeting Date: May 12, 2020

SUBJECT

County Negotiators: Greg Gillott, County Counsel; Chuck Iley, County Administrative Officer; Lisa Gaebe, Human Resources Director

Recommendation:

Discussion and possible action.

4/5 vote required:

No

Distribution Instructions:

N/A

ATTACHMENTS

-

Board of Supervisors Agenda Item Report

Submitting Department: County Counsel

Meeting Date: May 12, 2020

SUBJECT

Claim of Ashley Soares

Recommendation:

Discussion and possible action relative to claim

4/5 vote required:

No

Distribution Instructions:

file

ATTACHMENTS

-

Board of Supervisors Agenda Item Report

Submitting Department: County Counsel

Meeting Date: May 12, 2020

SUBJECT

Claim of Richard Rider

Recommendation:

Discussion and possible action relative to claim

4/5 vote required:

No

Distribution Instructions:

File

ATTACHMENTS

-

Board of Supervisors Agenda Item Report

Submitting Department: County Counsel

Meeting Date: May 12, 2020

SUBJECT

One Case

Recommendation:

Discussion and possible action related to the initiation of litigation.

4/5 vote required:

No

Distribution Instructions:

file

ATTACHMENTS

-

Board of Supervisors Agenda Item Report

Submitting Department: Board of Supervisors

Meeting Date: May 12, 2020

SUBJECT

Confidential Minutes: Review and possible approval of the April 28, 2020 Confidential Minutes.

Recommendation:

Approval

4/5 vote required:

No

Distribution Instructions:

N/A

ATTACHMENTS

-

Board of Supervisors Agenda Item Report

Submitting Department: District Attorney

Meeting Date: May 12, 2020

SUBJECT

Resolution Recognizing Noel Dunne for his 34 Years of Service to Amador County & Congratulating him on his Retirement

Recommendation:

Adopt the Resolution

4/5 vote required:

No

Distribution Instructions:

DA, File

ATTACHMENTS

- [BOS Resolution for Noel Dunne_draft.docx](#)

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

IN THE MATTER OF:

RESOLUTION RECOGNIZING) RESOLUTION NO.
NOEL DUNNE FOR HIS SERVICE TO)
AMADOR COUNTY)

WHEREAS, Noel Dunne was born on December 22, 1963 in Birmingham, England to Eamon and Rosanna Dunne; and

WHEREAS, Noel immigrated with his family to Maddington, Australia in 1968 and later to the United States in 1979, settling in Redwood City, California; and

WHEREAS, Noel graduated from Sequoia High School in Redwood City, California in 1982; and

WHEREAS, in August of 1986, Noel served as a reserve Police Officer for the Broadmoor Police Department in Broadmoor, California; and

WHEREAS, later in 1986, Noel received his certificate of naturalization and became a United States citizen; and

WHEREAS, in August of 1990, Noel was hired as a full-time Police Officer with the Broadmoor Police Department; and

WHEREAS, in May of 1992 Noel was hired as a Deputy Sheriff with the Amador County Sheriff's Office, and during his tenure was assigned to the Marijuana Suppression Unit, Crime Specific Unit, was a Field Training Officer, a member of the SWAT team, was promoted to Sergeant and served in the Investigations Division; and

WHEREAS, Noel married his wife Mary on December 17, 1994 and together they have two beautiful children, Ian and Claire; and

WHEREAS, Noel was sworn in as an Investigator in the Amador County District Attorney's Office on November 1, 2001 and during his tenure was assigned to the Elder Abuse Unit, Domestic Violence Unit, Child Abduction Unit, General Criminal Investigations Unit, and served as a latent print examiner and crime scene investigator; and

WHEREAS, Noel received his Basic, Intermediate, Advanced, and Supervisory certificates from the Commission on Peace Officer Standards and Training; and

WHEREAS, Noel was selected by the Amador County Peace Officer Association as the 2010 Peace Officer of the Year; and

WHEREAS, Noel's solid leadership and experience were recognized in February of 2013 by his selection as a Supervising District Attorney Investigator and appointment as Chief Investigator in April of 2019; and

WHEREAS, in Noel's 34 years as a peace officer he has served the citizens and allied law enforcement agencies in Amador County with compassion, integrity, professionalism, and honor.

THEREFORE, BE IT RESOLVED by the Board of Supervisors of the County of Amador, State of California, that said Board does hereby recognize and congratulate Noel Dunne for his selfless dedication towards the District Attorney's Office, local criminal justice agencies and the citizens of Amador County.

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 12th day of May, 2020, by the following vote:

Board of Supervisors Agenda Item Report

Submitting Department: Board of Supervisors

Meeting Date: May 12, 2020

SUBJECT

Board of Supervisors: Introduction and Adoption of a Resolution authorizing the appointment of Roger Pitto as Amador County Surveyor.

Recommendation:

Approval

4/5 vote required:

No

Distribution Instructions:

Board Clerk, Surveying Department, HR

ATTACHMENTS

- [Appointment of County Surveyor_resol.doc](#)
- [Roger Pitto Resume.pdf](#)

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

IN THE MATTER OF:

RESOLUTION AUTHORIZING THE) RESOLUTION NO. 20-xxx
APPOINTMENT OF ROGER PITTO)
AS AMADOR COUNTY SURVEYOR)

WHEREAS, Chapter 2.32 of Amador County Code states the County Surveyor shall be appointed by the Board of Supervisors pursuant to the authority granted in California Government Code section 27550; and

WHEREAS, the County Survey shall serve at the will of the Board of Supervisors; and

WHEREAS, the County Survey shall be a person authorized to practice land surveying in the State of California.

THEREFORE BE IT RESOLVED by the Board of Supervisors of the County of Amador, State of California, that said Board does hereby appoint Roger Pitto, as Amador County Surveyor.

The foregoing resolution was duly passed and adopted by the Board of Supervisors of the County of Amador at a regular meeting held thereof on the 12th day of May 2020 by the following vote:

AYES: Patrick Crew, Frank Axe, Richard Forster, Jeff Brown, Brian Oneto

NOES: None

ABSENT: None

Patrick Crew, Chairman, Board of Supervisors

ATTEST:

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

Deputy

ROGER R PITTO

Pitto & Pitto Consulting, PO Box 399, San Andreas, CA 95249, (209) 674-8001, pittoandpitto@att.net

PROFESSIONAL SUMMARY

Well experienced in the profession of land surveying in the state of California particularly in the counties of Calaveras and Amador for over 52 years. I received my professional Land Surveying Certificate PLS # 4626 in March of 1978.

SKILLS

- Problem-solving abilities
- Issue resolution
- Familiar with computer technologies
- Extensive background in mathematics
- Good communication skills
- User friendly with the public and private sector
- Extensive state and local government contacts

EXPERIENCE

Professional Land Surveyor

January 2019 - Present

Pitto & Pitto Consulting | San Andreas, CA

- Determine boundaries and provide expert testimony for court boundary and easement disputes.
- Process Lot Line Adjustments, Parcel Maps, Record of Surveys, and major subdivisions.
- Specialized services with title issues.
- Extensive experience with land measurement including understanding of GPS concepts.
- Knowledgeable in contract law and professional services.

Professional Land Surveyor

October 2010 – January 2019

Roger R Pitto, PLS and Associates | San Andreas, CA

- Determine boundaries and provide expert testimony for court boundary disputes.
- Process Lot Line Adjustments, Parcel Maps, Record of Surveys, and major subdivisions.
- Contract Surveyor for the County of Calaveras.
- Other miscellaneous professional land surveying services.

President/Owner

October 1981 - October

Sierra Engineering and Associates, Ltd. | San Andreas, CA

2010

- Managed over 20 technician employees.
- Managed major development projects, including but not limited to the Brunner properties, the Sanguinetti properties, the Flowers Ranch Specific Plan (3250 acres), and complete design and processing of the Saddle Creek Specific Plan (includes 890 acres of residential communities and an 18 hole championship golf course).

Professional Employee

September 1978- October

Gretzinger and Weatherby | Jackson, CA

1981

- Professional land surveying employee including the 50m square mile British Petroleum project in Nevada County.

Apprentice Land Surveyor

June 1972 – September 1978

Frederick Kett Land Surveying | Murphys, CA

- Performed field Party Chief duties and office boundary determinations.

Apprentice Land Surveyor

April 1968 – June 1972

Haight and Weatherby |San Andreas, CA

- Served on field survey parties and performed office calculations.

EDUCATION

- Performed over 100 semester units at both the University of California, Berkeley and Saint Mary’s College in Moraga California from the fall of 1963 to April 1968.
- Performed over 100 hours of continuing education at various seminars.

MAJOR ACCOMPLISHMENTS

- Received Certificate of Appreciation from the Board of Registration of Professional Engineers and Land Surveyors for over 40 years of contribution to the profession of Land Surveying.
- Wrote major landmark brief for Claudino v. Perriera.
- Deputy Calaveras County Warden and Acting County Fire Warden from 1982-2002.
- Calaveras Chamber of Commerce President for two years.
- Fire Chief of Mokelumne Hill from 1979 to 1989.

REFERENCES UPON REQUEST

Board of Supervisors Agenda Item Report

Submitting Department: Administration

Meeting Date: May 12, 2020

SUBJECT

Discussion and possible action relative to creating a small business relief plan to assist struggling businesses and encourage the retention of jobs in the county. It is anticipated that the program would look similar to that being implemented by Sutter Creek (attached).

Recommendation:

Direction to staff. If funds are to be allocated from contingencies, then a 4/5 approval is required.

4/5 vote required:

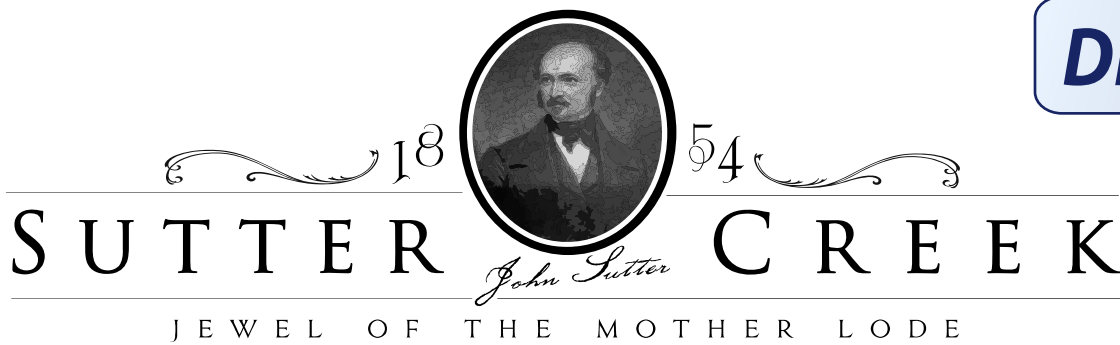
Yes

Distribution Instructions:

Auditor, Budget

ATTACHMENTS

- [Sutter Creek Small Business Relief Program - DRAFT.pdf](#)



Sutter Creek Small Business Relief Program

“Our businesses need your help, and they need it now. Please do everything you can to support them in this time of economic uncertainty, so they’ll be here when the haze clears and things return to normal.”

Mayor Robin Peters April 5, 2020

The Sutter Creek City Council recognizes and appreciates the dedication and importance of its hardworking business community. When times are good we all thrive, and the symbiotic relationship between the City and its businesses is real and palpable. But when the chips are down due to circumstances beyond our control, the City and its businesses share the pain equally. There is a direct link between the strength & vitality of its businesses and the health and well-being of the City’s residents.

In response to the economic effects the COVID-19 pandemic has exacted on its business community, the City has developed a grass-roots program to provide financial assistance to suffering businesses during these times of uncertainty. The **Sutter Creek Small Business Relief Program** is a collaboration between the City of Sutter Creek and the Amador Community Foundation which solicits donations and contributions and distributes them in the form of forgivable no-interest, no-payment loans to struggling businesses that meet the program’s goals and eligibility criteria.

The program’s goal is simple and straight-forward: to identify and assist financially, to the extent possible, Sutter Creek small businesses that have been materially affected by mandatory stay-at-home orders issued during the COVID-19 pandemic.

How the Program Works

The Amador Community Foundation, the program's fiscal sponsor, accepts tax-deductible financial contributions from individuals, groups, stakeholders and others, and then grants those funds to the City for distribution through its Small Business Relief Program. The City will solicit and process applications from Sutter Creek businesses which meet the eligibility criteria, and will offer no-interest, no-payment loans to qualifying businesses. Loans will be forgiven in their entirety for businesses which demonstrate and certify that loan proceeds have been utilized for legitimate business purposes within six months of loan origination.

What are the eligibility criteria?

Eligible businesses must:

- Have a physical commercial business presence within the City of Sutter Creek
- Have been in possession of a valid Sutter Creek business license on or before March 1, 2020
- Not have been delinquent or in arrears on any City, County or special district tax, assessment, fee, or fee for service as of March 1, 2020. Examples include fees for sewer or water service, property taxes, etc.
- Provide evidence that it has and continues to abide by applicable federal, state and local stay-at-home orders or directives
- Provide evidence of economic hardship as a direct result of applicable federal, state and local stay-at-home orders or directives
- Not be engaged in illegal activity of any kind, manner or form

Which businesses are *not* eligible for the program?

Businesses not eligible to apply for the program include:

- Businesses that are considered "essential", were allowed to remain open, and as a result were relatively less affected by the stay-at-home orders
- Home-based businesses or home occupations
- Non-profit organizations
- Lending and investment institutions
- Insurance companies
- Franchises and chain stores
- Individuals operating multilevel or network marketing businesses
- Individuals working on gig platforms (e.g. Airbnb, Uber, Lyft, Instacart, etc.)

How will loans be made?

Loans will be offered to qualifying businesses on a priority basis according to demonstrated economic impact, as funds allow. In general, highest priority will be given to businesses which were forced to close and were either prohibited from or were unable to conduct business through alternative means. Next are businesses that were allowed to remain open but only by implementing significantly modified operations. Finally, all other qualifying businesses will be considered.

Loans will be made in several rounds as fundraising goals are met and funds become available, beginning with those businesses most affected. That said, the goal of the program is to raise enough money to assist *all* eligible businesses, so fundraising will continue in an effort to meet that goal.

When does the program begin and where do I apply?

The goal of the program is to *quickly* place badly needed financial assistance into the hands of businesses that need it the most. Fundraising has already begun and will continue as long as the program is deemed to be viable.

Beginning **Thursday, May 7, 2020** the City will accept applications from qualifying businesses. Qualifying businesses should visit the City's website to access the application form [<insert link>](#) or contact the City at (209) 267-5647 for a copy of the application. Applications for the first round of funding will be accepted until 5:00 pm on Friday, May 15, 2020. However, applications for subsequent rounds of funding will be accepted until funds are exhausted or until the City Council determines that the program has achieved its goals and is no longer necessary.

First round funding announcements are expected on Monday, May 18.

FAQs

Is any other paperwork required?

Yes. Once a business has been determined eligible for funding, the owner will be asked to execute a promissory note and submit a completed IRS Form W-9.

What can the loan proceeds be used for?

The program is intended to provide immediate support to businesses whose cash flow has been interrupted or curtailed by federal, state, or local stay-at-home orders or directives. Businesses are expected to utilize loan proceeds for day-to-day operating expenses such as employee salaries and benefits, rent, utilities, inventory, etc. Other appropriate uses for loan proceeds include costs

and expenses associated with transitioning to e-commerce, curbside pickup, delivery, or other alternate means of conducting business. Non-business or personal use of loan proceeds is not allowed.

DRAFT

How does loan forgiveness work?

The City will offer no-interest, no-payment loans for six months. Loans will be forgiven in their entirety for businesses which demonstrate and certify that loan proceeds have been utilized for legitimate business purposes within six months of loan origination.

Why are loans offered on a priority basis?

Some businesses have been affected more than others by the stay-at-home orders. The goal of the priority system is to place financial assistance first into the hands of businesses affected the most, which in general includes businesses that were ordered to close but had few options for conducting business while closed. Businesses that were affected but had greater ability to conduct business by employing alternative business practices are likely to be lower on the priority list. That said, the goal of the program is to raise enough money to assist *all* eligible businesses.

Can I apply for more than one business?

No. Loans will be offered to only one qualifying business per applicant, and each qualifying business will be offered only one loan. An applicant who owns more than one business should determine which of their businesses in is most need of the loan, and only apply for that business.

How much money can I expect to receive?

Loans of \$1,000 per qualifying business will be offered. Loans will be offered as long as funding is available however, so more than one round of funding may occur.

Where do I go for more information?

For more information about the program, visit the City's website any time [<insert link>](#) or call the City at (209) 267-5647 during regular business hours.

Board of Supervisors Agenda Item Report

Submitting Department: Administration

Meeting Date: May 12, 2020

SUBJECT

Request reallocation of realignment revenue per section 17600.20 (a) of the Welfare and Institutions code. Requested transfer of \$26,142.50 from Social Services realignment and \$26,142.50 from Mental Health realignment for a total of \$52,285.00 to Health realignment. State rules allow an annual transfer of up to 10% between realignment funds, but requires a public hearing to do so.

Recommendation:

Approve the resolution and journal authorizing the reallocation of realignment revenue after the Public Hearing.

4/5 vote required:

Yes

Distribution Instructions:

Auditor's Office, Budget Director, Social Services, Behavioral Health, Public Health.

ATTACHMENTS


- [FY2019-2020 Realignment Transfer Request 04.29.20.pdf](#)
- [FY19-20 Resolution Reallocation of Realignment Revenue 05.12.20.docx](#)
- [Journal-Realignment Transfer 05.12.20.pdf](#)



**AMADOR COUNTY
ADMINISTRATIVE AGENCY**

County Administration Center
810 Court Street • Jackson, CA 95642-9534
Telephone: (209) 223-6470
Facsimile: (209) 257-0619
Website: www.co.amador.ca.us

MEMORANDUM

TO: Amador County Board of Supervisors
FROM: Karen Scaccianoce, Budget Director 
DATE: April 29, 2020
RE: FY2019-2020 Realignment Transfer Request

Section 17600.20 (a) of the Welfare and Institution Code allows counties to reallocate money among accounts in the local health and welfare trust funds, provided that the transfers do not exceed 10% of the deposits in a fiscal year in the account the transfers are coming from.

Section 17600.20 (c) (1) requires that at a regularly scheduled public hearing of its governing body, counties document that the decision to make a reallocation of mental health, social services, or health trust fund moneys among services, facilities, programs or providers is based on the most cost effective use of available resources.

During the fiscal year 2019-2020 budget process, the Amador County Public Health Department had a shortfall of \$52,285.00. The Health and Human Services Director, Jim Foley, recommended transferring realignment revenue from either Social Services or Mental Health as an alternative to requesting a general fund contribution or making additional cuts to the Public Health budget. A recent review of accounts determined that a 50-50 split would be the preferred proportional transfer.

Recommendation:

Approve the resolution and journal authorizing the transfer of realignment revenue from Social Services and Mental Health realignment trusts to Health realignment trust per section 17600.20 (a) of the Welfare and Institution Code.

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

IN THE MATTER OF:

RESOLUTION APPROVING THE TRANSFER OF FUNDS)	RESOLUTION NO.
FROM THE MENTAL HEALTH REALIGNMENT TRUST)	
FUND AND THE SOCIAL SERVICES REALIGNMENT)	
TRUST FUND TO THE HEALTH REALIGNMENT TRUST)	
TRUST FUND FOR THE FISCAL YEAR 2019/2020)	

WHEREAS, pursuant to Welfare and Institutions Code Section 17600.20 (a) reallocations of money among local health and welfare trust funds are allowable not to exceed 10% of the fiscal year deposits;

WHEREAS, \$26,142.50 is below 10% of the current fiscal year deposits in the Mental Health trust fund and \$26,142.50 is below 10% of the current fiscal year deposits in the Social Services trust fund;

THEREFORE, BE IT RESOLVED by the Board of Supervisors of the County of Amador, State of California, that said Board does hereby approve the reallocation of \$26,142.50 of 2019/2020 deposits from Mental Health realignment trust fund and \$26,142.50 of 2019/2020 deposits from Social Services realignment trust fund to the Health realignment trust fund.

The forgoing resolution was duly passed and adopted by the Board of Supervisors of the County of Amador at a regular meeting thereof, held on the 12th day of May, 2020 by the following vote:

AYES:

NOES:

ABSENT:

Patrick Crew, Chairman
Board of Supervisors

ATTEST:
Jennifer Burns, Clerk of the
Board of Supervisors, Amador County, California

COUNTY OF AMADOR
 JACKSON, CALIFORNIA

DATE: _____ JE NO _____
 TACY ONETO ROUEN, Auditor-Controller

STANDARD JOURNAL ENTRY
 AUDITOR-CONTROLLER'S OFFICE

By _____

Deputy

APPROPRIATION LEDGER				GENERAL LEDGER				
DESCRIPTION	DEPT. or FUND	ACCOUNT #	DEBIT	CREDIT	FUND #	CASH ACCOUNT	DEBIT	CREDIT
Per section 17600.20 of the Welfare and Institution Code, transfer realignment revenue as approved by the Board on 5/12/20.					11600	101603		\$26,142.50
					11700	101602		\$26,142.50
					11800	101604	\$52,285.00	
Requested by: Budget Director								
<i>[Signature]</i>								
Approved by: Board Chairman								

Board of Supervisors Agenda Item Report

Submitting Department: Board of Supervisors

Meeting Date: May 12, 2020

SUBJECT

Minutes: Review and possible approval of the April 28, 2020 Board of Supervisors Meeting Minutes.

Recommendation:

Approval

4/5 vote required:

No

Distribution Instructions:

Board Clerk

ATTACHMENTS

-

Board of Supervisors Agenda Item Report

Submitting Department: Administration

Meeting Date: May 12, 2020

SUBJECT

Budget increase request of \$159,879.00 to the Grants budget for the Public Safety Power Shutoff Grant.

Recommendation:

Approve the budget increase request.

4/5 vote required:

Yes

Distribution Instructions:

Auditor's Office, Budget Director, GSA Director

ATTACHMENTS


- [Budget Increase Memo-PSPS Grant 04.29.20.pdf](#)
- [Budget Increase-1990 PSPS Grant Increase 05.12.20.pdf](#)



**AMADOR COUNTY
ADMINISTRATIVE AGENCY**

County Administration Center
810 Court Street • Jackson, CA 95642-9534
Telephone: (209) 223-6470
Facsimile: (209) 257-0619
Website: www.co.amador.ca.us

MEMORANDUM

TO: Amador County Board of Supervisors
FROM: Karen Scaccianoce, Budget Director 
DATE: April 29, 2020
RE: Budget Increase Request for Public Safety Power Shutoff Grant Allocation

The County received a grant payment of \$159,879.00 from the California Office of Emergency Services on November 14, 2019. A budget increase is requested in order to purchase services or supplies for preparation and response to public safety power shutoff events as stated in the allocation transmittal letter.

Recommendation:

Approve the budget increase request.

BUDGET TRANSFER REQUEST

OR (CHECK ONLY ONE)

BUDGET INCREASE REQUEST

DATE: _____

REQUESTED BY: _____

DEPARTMENT: _____

APPROVED BY:

ADMINISTRATIVE OFFICER: _____

Date: _____

ADMINISTRATIVE COMMITTEE: _____

Date: _____

BOARD OF SUPERVISORS: _____

Date: _____

AUDITOR/CONTROLLER: _____

Date: _____

Journal No.: _____

BUDGET APPROPRIATIONS				REVENUE APPROPRIATIONS			
DEPARTMENT #	ACCOUNT #	INCREASE \$	DECREASE \$	FUND/DEPT #	REVENUE #	INCREASE \$	DECREASE \$

REASON FOR THE REQUEST:

BUDGET TRANSFER:

TRANSFERS BETWEEN OBJECTS: SALARIES & BENEFITS TO SERVICES & SUPPLIES - COUNTY ADMINISTRATOR APPROVAL

TRANSFERS WITHIN OBJECTS: OFFICE EXPENSE TO TRAVEL - COUNTY ADMINISTRATOR APPROVAL

FIXED ASSETS: COUNTY ADMINISTRATOR APPROVAL - UNLESS NON BUDGETED FUNDS ARE REQUIRED, THEN BOARD OF SUPERVISORS APPROVAL

BUDGET INCREASE:

TOTAL DOLLARS BUDGET INCREASE - BOARD OF SUPERVISORS APPROVAL

REVENUE APPROPRIATIONS:

IF REVENUE IS BEING TRANSFERRED FROM A DIFFERENT FUND OR A TRUST FUND, IN ADDITION TO THIS FORM, A JOURNAL IS NEEDED TO EXECUTE THE TRANSFER

Board of Supervisors Agenda Item Report

Submitting Department: Sheriff

Meeting Date: May 12, 2020

SUBJECT

Internal Control Manual and Shortage/ Closure of Sheriff's Office Petty Cash Fund

Recommendation:

Approval of Internal Control Manual and Shortage/ Closure of Sheriff's Office Petty Cash Fund

4/5 vote required:

No

Distribution Instructions:


Sheriff; Auditor-Controller

ATTACHMENTS

- [BOSPettyCash.pdf](#)



INTER-OFFICE MEMORANDUM

TO: BOARD OF SUPERVISORS
FROM: STEPHANIE CHERNAY, ADMINISTRATIVE SUPERVISOR 
SUBJECT: PETTY CASH FUND
DATE: MAY 6, 2020
CC: GARY REDMAN, UNDERSHERIFF

Please let this memorandum serve as a request to close the Amador County Sheriff's Office Petty Cash Fund.
Due to recent procedural changes when requesting money the petty cash fund is no longer necessary.
Upon approval please instruct the Auditor credit the General Fund 11000 and account 30300240 'Petty Cash- Sheriff'.

Thank you.

AMADOR COUNTY INTERNAL CONTROL MANUAL

Board of Supervisors

Honorable Board of Supervisors:

On April 28, 2020 a cash shortage in the amount of \$ 74.41 was disclosed in the reconciliation of the (cash receipts, imprest fund or change fund) for the Sheriff's Office department.

This shortage has been thoroughly investigated and the circumstances surrounding the loss are set forth in detail in the attachment to this letter. (A full explanation should be attached.)

In light of the circumstances surrounding this loss, I respectfully request that I be "relieved from liability" for the shortage as provided by Section 29390 of the California Government Code. In order to replenish our (imprest fund or change fund), I also request authorization to submit a claim for a warrant to the Auditor-Controller charging (funding information) in the amount of \$ 74.41, payable to 2210/ 52300 Amador Sheriff.

Date 5-6-20

Signature [Signature]
(Department Head)

.....
AUDITOR-CONTROLLER CERTIFICATION

The circumstances concerning this shortage have been reviewed and it is recommended that the request for "relief from liability" be approved _____, disapproved _____.

Date _____ By _____

.....
COUNTY COUNSEL CERTIFICATION

The circumstances concerning this shortage have been reviewed and it is recommended that the request for "relief from liability" be approved _____, disapproved _____.

Date _____ By _____

Amador County Petty Cash Reconciliation

Employee: Stephanie Chernay
 Department: AMADOR SHERIFF'S OFFICE
 Date: 5/6/2020

Cash Receipts Drawer

Total Cash and Checks on hand	+		
Less: Deposit Permit in process	-		
Total Cash Available for Change	=		

Petty Cash Drawer

Total Cash on hand	+	525.59	
Total Petty Cash invoices on hand	+		
Unpaid Claim from Auditor	+		
Total Petty Cash on hand	=	525.59	

TOTAL

Total Cash Available for Change (from above)	+	0	
Total Petty Cash on hand (from above)	+	600.00	
Less: Total Department's Approved Petty Cash & Cash Change Drawer	-	600.00	
Shortage	=	74.41	

Expenditure Details - Petty Cash Drawer

Total		0.00	
		0.00	

Board of Supervisors Agenda Item Report

Submitting Department: Board of Supervisors

Meeting Date: May 12, 2020

SUBJECT

Declaring Local State of Emergency in Amador County Due to Pervasive Tree Mortality

Recommendation:

Approve the Resolution

4/5 vote required:

No

Distribution Instructions:

File

ATTACHMENTS

- [LocalEmergency Tree Mortality resolution.doc](#)

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

IN THE MATTER OF:

RESOLUTION DECLARING LOCAL STATE
OF EMERGENCY IN AMADOR COUNTY
DUE TO PERVASIVE TREE MORTALITY

RESOLUTION NO. 20-XXX

WHEREAS, On October 20, 2015, Governor Brown of the State of California, issued an Executive Order related to unprecedented tree mortality due to drought conditions, directed state agencies to begin collaborating and partnering with local government to take action to remove dead and dying trees threatening public safety and infrastructure and approved California Disaster Assistance Act funding to assist in these efforts; and

WHEREAS, California Government Code Section 8630 empowers the Board of Supervisors to proclaim the existence or threatened existence of extreme peril to the safety of persons and property and are or are likely to be beyond the control of the services, personnel, equipment, and facilities of this County; and

WHEREAS, On January 17, 2014, Governor Brown proclaimed a Drought State of Emergency as the State is experiencing the most severe drought in history with four years of below average rain and snow; and

WHEREAS, On December 14, 2015, California Department of Forestry and Fire Protection issued a news release stating “even with recent rains it will likely take years to slow down the massive tree mortality and bark beetle infestation”; and

WHEREAS, The latest aerial survey estimated that over 29 million trees have died across California as a result of the drought and the effects of bark beetle infestation, up from 3.3 million in 2014; and

WHEREAS, Tree mortality from bark beetle infestation has accelerated over the past few months in Amador County; and

WHEREAS, On July 31, 2015, Governor Brown proclaimed a State of emergency due to a series of wildfires statewide citing drought conditions which have increased the State’s risk of wildfires and caused millions of trees to die; and

WHEREAS, Beginning on September 9, 2015 the Butte Fire in Amador and Calaveras County destroyed 921 structures including; 549 homes, 368 outbuildings, and 4 commercial properties, caused power loss to thousands of homes and business, and thousands of families to evacuate their homes, all resulting in part from dead and dying trees caused by drought conditions; and

WHEREAS, Unless the risks posed by dead, dying and diseased trees are immediately abated, there will remain a significantly increased risk to life and property, and interruption of essential services; and

WHEREAS, The magnitude of the Butte Fire tree mortality and the pervasive tree mortality in other parts of the County represents a threat that is beyond the capacity of the County (public and private)

services, personnel, equipment and facilities and requires coordination and assistance from State and Federal agencies.

THEREFORE, BE IT HEREBY RESOLVED that the Amador County Board of Supervisors do hereby find that the aforesaid conditions of extreme peril warrant and necessitate the proclamation of a local emergency in Amador County and imminent threat of disaster as the result of tree mortality.

BE IT FURTHER RESOLVED that the Amador County Board of Supervisors does hereby establish a tree mortality taskforce and charge it to develop a risk abatement plan, coordinate agency, organization and citizen efforts, seek funding, resolve barriers, and maximize County resources.

BE IT FURTHER RESOLVED that the County of Amador requests the State of California include Amador County in the list of Priority Counties within the California Tree Mortality Task Force.

BE IT FURTHER RESOLVED that the County of Amador requests the assistance of the State of California in the coordination of resources to assist in the removal of dead and dying trees due to drought and bark beetle infestation.

BE IT FURTHER RESOLVED that the County of Amador requests the state of California to waive or expedite regulations, permits and permit fees that may hinder response and recovery efforts, make available assistance under the California Disaster Assistance Act or any other state funding, and to expedite access to federal resources and any other appropriate federal disaster relief programs.

BE IT FURTHER RESOLVED that said local State of Emergency shall be deemed to continue to exist until its termination is proclaimed by the Board of Supervisors of Amador, State of California.

The foregoing resolution was duly passed and adopted by the Board of Supervisors in the County of Amador at a regular meeting thereof, held on the 10th day of March, 2020, by the following vote:

AYES:	Patrick Crew, Frank Axe, Richard Forster, Jeff Brown, Brian Oneto
NOES:	None
ABSENT:	None

Pat Crew, Chairman, Board of Supervisors

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

Deputy

Board of Supervisors Agenda Item Report

Submitting Department: Board of Supervisors

Meeting Date: May 12, 2020

SUBJECT

Extension of the Declaration of a Local Health Emergency in Amador County due to COVID-19 issued by the Amador County Health Officer on March 12, 2020; and Extension of the Proclamation issued by the Director of Emergency Services on March 17, 2020.

Recommendation:

Approve both Extensions of Emergency Declarations

4/5 vote required:

No

Distribution Instructions:

OES, PH, File

ATTACHMENTS

- [Local Emergency-OES.docx](#)
- [Local Health Emergency-Health Officer.docx](#)

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

IN THE MATTER OF:

RESOLUTION RATIFYING AND EXTENDING)	
THE DECLARATION OF A LOCAL)	RESOLUTION 20-064
EMERGENCY IN AMADOR COUNTY DUE)	
DUE TO COVID-19 OUTBREAK)	

WHEREAS, COVID-19 is a respiratory illness caused by a novel virus that was first detected in Wuhan City, Hubei Province, China, in December 2019, and has been spreading worldwide. Community-acquired cases have now been confirmed in California; and

WHEREAS, The Centers for Disease Control and Prevention (CDC) considers the virus to be a very serious public health threat based on current information; and

WHEREAS, on March 4, 2020, the Governor of California issued a Proclamation of a State of Emergency as a result of the outbreak of COVID-19; and

WHEREAS, on March 13, 2020, the President of the United States declared a National Emergency regarding the COVID-19 outbreak effective as of March 1, 2020; and

WHEREAS, the Amador County Director of Emergency Services determined that “an extreme threat to public health now exists in Amador County due to COVID-19;” and

WHEREAS, pursuant to the authority provided in Government Code section 8630 and Amador County Code Chapter 2.64, the Amador County Director of Emergency Services proclaimed a local emergency, as defined by Government Code section 8558, regarding the COVID-19 outbreak on March 17, 2020; and

WHEREAS, the local emergency shall not remain in effect beyond seven days from the date of the proclamation unless it has been ratified by the Amador County Board of Supervisors; and

WHEREAS, the Board of Supervisors of the County of Amador finds that the circumstances described above, and in the Director of Emergency Services Proclamation dated March 17, 2020, support and justify a local emergency.

NOW, THEREFORE, IT IS HEREBY DETERMINED AND ORDERED that the Proclamation of a Local Emergency by the Director of Emergency Services dated March 17, 2020 is ratified, and that a local emergency, as defined by Government Code section 8558 now exists throughout Amador County. The Board of Supervisors shall review the need for continuing the local emergency at least every 30 days until it is terminated.

The foregoing resolution was duly passed and adopted by the Board of Supervisors in the County of Amador at a regular meeting thereof, held on the 12th day of May, 2020, by the following vote:

AYES: Patrick Crew, Frank Axe, Richard Forster, Jeff Brown, Brian Oneto

NOES: None

ABSENT: None

Patrick Crew, Chairman
Amador County Board of Supervisor

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

Deputy

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

IN THE MATTER OF:

RESOLUTION RATIFYING AND EXTENDING)
THE DECLARATION OF A LOCAL HEALTH)
EMERGENCY IN AMADOR COUNTY DUE) RESOLUTION 20-063
DUE TO COVID-19 OUTBREAK)

WHEREAS, COVID-19 is a respiratory illness caused by a novel virus that was first detected in Wuhan City, Hubei Province, China, in December 2019, and has been spreading worldwide. Community-acquired cases have now been confirmed in California; and

WHEREAS, The Centers for Disease Control and Prevention (CDC) considers the virus to be a very serious public health threat based on current information; and

WHEREAS, on March 4, 2020, the Governor of California issued a Proclamation of a State of Emergency as a result of the outbreak of COVID-19; and

WHEREAS, on March 13, 2020, the President of the United States declared a National Emergency regarding the COVID-19 outbreak effective as of March 1, 2020; and

WHEREAS, the Amador County Public Health Officer determined that there is an imminent and proximate threat of the spread of COVID-19 in Amador County; and

WHEREAS, pursuant to the authority provided in Health and Safety Code section 101080, the Amador County Public Health Officer declared a local health emergency regarding the COVID-19 outbreak on March 12, 2020; and

WHEREAS, the local health emergency shall not remain in effect beyond seven days from the date of the declaration, unless it has been ratified by the Amador County Board of Supervisors; and

WHEREAS, the Board of Supervisors of the County of Amador finds that the circumstances described above and in the Health Officer’s March 12, 2020 Declaration of a Local Health Emergency support and justify a local health emergency.

NOW, THEREFORE, IT IS HEREBY DETERMINED AND ORDERED that the Health Officer’s Declaration of a Local Health Emergency is ratified, and that a local health emergency now exists throughout Amador County. The Board of Supervisors shall review the need for continuing the local health emergency at least every 30 days until it is terminated.

The foregoing resolution was duly passed and adopted by the Board of Supervisors in the County of Amador at a regular meeting thereof, held on the 12th day of May, 2020, by the following vote:

AYES: Patrick Crew, Frank Axe, Richard Forster, Jeff Brown, Brian Oneto
NOES: None
ABSENT: None

Patrick Crew, Chairman
Amador County Board of Supervisor

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

Deputy

Board of Supervisors Agenda Item Report

Submitting Department: General Services Administration

Meeting Date: May 12, 2020

SUBJECT

General Services Administration: RFP 20-08 Pathology & Autopsy Services

Recommendation:

1) Award RFP 20-08 to the El Dorado County Sheriff's Office and; 2) Authorize the Undersheriff and County Counsel to negotiate final terms and conditions based upon the Sample Agreement and the El Dorado County Sheriff's Office proposal dated April 9, 2020 for a period of five (5) years and; 3) Approve the Board Chair to execute said agreement with the El Dorado County Sheriff's Office contingent upon agreeable terms and conditions.

4/5 vote required:

No

Distribution Instructions:

Jon Hopkins - GSA

ATTACHMENTS

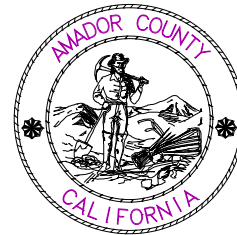
- [RFP 20-08 BOS Memo Pathology & Autopsy Services 4.27.20 \(1\).pdf](#)
- [RFP 20-08 Bid Receipt Pathology and Autopsy Services .pdf](#)
- [RFP 20-08 Exhibit A Sample Agreement 2.25.20.pdf](#)
- [Proposal El Dorado County RFP 20-08.pdf](#)
- [Final Eval. RFP 20.08 4.16.20.xlsx](#)

GENERAL SERVICES ADMINISTRATION

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

LOCATION: 12200-B Airport Road, Martell, CA

PHONE: (209) 223-6759 FAX: (209) 223-0749 E-MAIL: jhopkins@co.amador.ca.us



MEMORANDUM

TO: Board of Supervisors

FROM: Jon Hopkins, GSA Director *Hop*
Danielle Whitaker, Purchasing Manager *DW*

DATE: April 27, 2020

RE: RFP 20-08 Pathology & Autopsy Services

On Thursday, March 26, 2020 at 1:30 PM Amador County Request for Proposals, RFP 20-08 were received, opened and read publicly for Pathology & Autopsy Services for the Sheriff Coroner.

An Evaluation Committee was formed consisting of the Undersheriff and two staff members from the Sheriff's Office that evaluated the two (2) responses submitted to determine the most qualified firm. Responses were evaluated by each committee member based upon points assigned to a weighted category item and then totaled and averaged for a final score. The top-scored response was submitted by the El Dorado County Sheriff's Office (EDSO.) Attached for reference is the Evaluation Score Sheet, which is an average of all scores collected from each committee member.

No interviews were conducted, as the information provided by each responder was sufficient to determine the best candidate.

Of the two (2) proposals evaluated, the El Dorado County Sheriff's Office provided the best overall qualifications for the following reasons:

1. Respondent has provided significant staffing, flexibility and resources allocated to the successful implementation of this contract
2. Respondent has demonstrated necessary experience and certifications in the field of Pathology/ Autopsy services.
3. Respondent has provided the best rates and sum for services within the proposed contract.

Attached for reference is the El Dorado County Sheriff's Office response. Based upon the Committee's review I submit the follow recommendation.

Recommendation: 1) Award RFP 20-08 to the El Dorado County Sheriff's Office and; 2) Authorize the Undersheriff and County Counsel to negotiate final terms and conditions based upon the Sample Agreement and the El Dorado County Sheriff's Office proposal dated April 9, 2020 for a period of five (5) years and; 3) Approve the Board Chair to execute said agreement with the El Dorado County Sheriff's Office contingent upon agreeable terms and conditions.

Cc: Chuck Iley, CAO
Jon Hopkins, Director General Services
Greg Gillott, County Counsel
Gary Redman, Undersheriff
Jim Cardoza, Lieutenant
file

Attachments: Bid/RFP Receipt Log
Evaluation Score Sheet
EDSO Proposal
Sample Agreement

GENERAL SERVICES ADMINISTRATION

Purchasing Division

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

LOCATION: 12200-B Airport Road, Martell, CA

PHONE: (209) 223-6375 FAX: (209) 223-0749



BID/REQUEST FOR PROPOSAL RECEIPT LOG

Bid/RFP Solicitation No. RFP 20-08

Project Title: PATHOLOGY AND AUTOPSY SERVICES

BID/RFP DUE DATE: 4/9/2020

DUE TIME: 1:30 PM

FACILITATOR: SHERIFF'S OFFICE

LOCATION: 12200-B Airport Road, Martell, CA

No.	Vendor Information	Item	Amount
1	Vendor Name: <u>Forensic Consultants Medical Group Inc.</u> Address: <u>Stockton, CA</u> Date/Time Received: <u>3-23-20 @ 2:13</u> Received By: <u>SK</u>		<input checked="" type="checkbox"/> 1 - Original <input checked="" type="checkbox"/> 4 - Copies <input checked="" type="checkbox"/> 1 - CD/FLASH
2	Vendor Name: <u>El Dorado County s/o</u> Address: <u>Placerville, CA</u> Date/Time Received: <u>4-9-20 @ 12:34</u> Received By: <u>DW</u>		<input checked="" type="checkbox"/> 1 - Original <input checked="" type="checkbox"/> 4 - Copies <input checked="" type="checkbox"/> 1 - CD/FLASH
3	Vendor Name: _____ Address: _____ Date/Time Received: _____ Received By: _____		<input type="checkbox"/> 1 - Original <input type="checkbox"/> 4 - Copies <input type="checkbox"/> 1 - CD/FLASH
4	Vendor Name: _____ Address: _____ Date/Time Received: _____ Received By: _____		<input type="checkbox"/> 1 - Original <input type="checkbox"/> 4 - Copies <input type="checkbox"/> 1 - CD/FLASH

Exhibit A - PROFESSIONAL SERVICES AGREEMENT

THIS SERVICES AGREEMENT (this “Agreement”) is entered into as of [REDACTED],
20 [REDACTED] by and between the COUNTY OF AMADOR, a political subdivision of the State of
California (the “County”) and [REDACTED], a California [REDACTED] (**Corporation, Sole Proprietor, etc.**)
(the “Contractor”).

RECITALS

A. County desires to engage professional assistance to provide the hereinafter set forth special services.

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

C. County desires to engage Contractor, and Contractor 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 CONTRACTOR.

1.1 Upon request from County, Contractor will provide all equipment, supplies and personnel to perform professional [REDACTED] services for Amador County [REDACTED] Department (the “Work”). The Work is more particularly described on **Attachment A** attached and incorporated by this reference. Contractor shall comply with all applicable Federal, State and local laws relating to Contractor’s performance of this Agreement.

1.2 Contractor shall perform the Work in a manner consistent with the level of competency and standard of care normally observed by a person practicing in Contractor’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 Contractor to meet with County to review the quality of the Work and resolve matters of concern; (b) require Contractor 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 Contractor 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 Contractor’s performance of this Agreement shall be extended by the number of days equal to the number of days of delay.

- 1.4 Contractor shall complete each project assigned by County in accordance with an agreed-upon schedule.
2. SERVICES TO BE RENDERED BY COUNTY. County agrees to make available to Contractor all existing documents and information applicable to any assigned project constituting the Work.
3. CHANGES IN SCOPE OF SERVICES. Only the Amador County Board of Supervisors 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 Contractor'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. Contractor acknowledges that no County staff person or County officer other than the Board of Supervisors 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 shall be null and void.
4. TERM; TERMINATION OF AGREEMENT. This Agreement shall commence on the date of execution by County and shall terminate upon the earlier of the successful completion of the Work or [REDACTED] (day[s], year[s], etc.) following the date of execution, unless extended in writing by mutual agreement of the parties. County reserves the right to terminate this Agreement with or without cause on [REDACTED] (XX days) written notice to Contractor. In the case of such early termination, Contractor shall be paid for all services satisfactorily rendered up to the effective date of termination, up to the maximum fee prescribed for any task.

The County may immediately terminate this Agreement upon written notice to Contractor in the event Contractor, or any or 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 CONTRACTOR.

- 5.1 Contractor shall submit [REDACTED] (weekly, monthly, etc.) invoices in arrears indicating for each item of the Work 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 Contractor shall be paid on a [REDACTED] (lump sum, time-and-materials, etc.) basis, with a cost-not-to-exceed limit of \$XXXX, in accordance with the fee schedule and list of reimbursable expenses set forth on **Attachment B** attached and incorporated by this reference.
- 5.2 County shall make payment to Contractor 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.
- 5.3 Contractor shall provide a completed W-9 to the Auditor's Office. No payments shall be issued prior to submission of this form.

5.4 In the event Contractor claims or received payment from County for a service for which reimbursement is later disallowed by County, state or federal agencies, Contractor shall promptly refund the disallowed amount to County upon request or, at County's option, County may offset the amount disallowed from any payment that is due or becomes due to Contractor under this Agreement or any other agreement.

6. SUPERVISION OF THE WORK.

6.1 Contractor shall supervise and direct the Work, using Contractor's best skill and attention. Contractor shall be solely responsible for all methods, techniques, sequences and procedures, and shall coordinate all portions of the Work. County will deal only through Contractor, who shall be responsible for the proper execution of the entire Work.

6.2 Contractor 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 Contractor to perform the Work, Contractor 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), Contractor shall not remove, replace, substitute, or otherwise change any key personnel without the prior written consent of County.

6.3 Contractor shall be responsible to County for the acts and omissions of Contractor's employees, subcontractors, and their agents and employees, and any other persons performing any of the Work under a contract with Contractor.

6.4 A subcontractor ("Subcontractor") is a person or organization that has a direct contract with Contractor to perform any of the Work. Contractor shall not subcontract any portion of the Work unless pre-approved in writing by County. Contractor 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 Contractor 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 Contractor 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 Contractor by the terms of this Agreement and to assume toward Contractor all of the obligations and responsibilities that the Contractor assumes toward County. Contractor agrees to be bound to the Subcontractor by all of the obligations that County assumes to Contractor 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, Contractor shall cooperate fully with the parties involved and shall arrange for qualified representatives of Contractor, 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. CONTRACTOR NOT EMPLOYEE OF COUNTY. It is understood that Contractor is not acting hereunder as an employee of County, but solely as an independent Contractor. Contractor, 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, Contractor has no authority or responsibility to exercise any rights or power vested in County. It is understood by both Contractor 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. Contractor 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 Contractor to practice its profession and to perform the Work. Contractor represents and warrants to County that Contractor 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 Contractor or its principals to practice its profession and perform the Work. Contractor further represents and warrants to County that any Subcontractor engaged by Contractor 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. Contractor shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Contractor, its agents, representatives, or employees. Within **five (5)** business days of award of the Bid to Contractor, Contractor shall furnish to County satisfactory proof that Contractor has the following insurance:
 - 11.1 Minimum Scope and Limit of Insurance: Coverage shall be at least as broad as:
 - 11.1.1 Commercial General Liability (CGL): Insurance Services Office Form CG 00 01 covering CGL on an “occurrence” basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than \$1,000,000 per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.
 - 11.1.2 Automobile Liability: Insurance Services Office Form Number CA 0001 covering, Code 1 (any auto), or if Contractor has no owned autos, Code 8

(hired) and 9 (non-owned), with limit no less than \$1,000,000 per accident for bodily injury and property damage.

- 11.1.3 Workers' Compensation insurance as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease.

(If Contractor has no employees a Certificate of Exemption from Worker's Compensation Laws must be completed using the County's form and submitted with all other insurance documents).

- 11.1.4 Professional Liability (Errors and Omissions) Insurance appropriate to the Contractor's profession, with limit no less than \$2,000,000 per occurrence or claim, \$2,000,000 aggregate.

Broader Coverage/Higher Limits: If the Contractor maintains broader coverage and/or higher limits than the minimums shown above, the County requires and shall be entitled to the broader coverage and/or higher limits maintained by the Contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the County.

11.2 The insurance policies are to contain, or be endorsed to contain, the following provisions:

- 11.2.1 Additional Insured Status: The County, its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Contractor's insurance (at least as broad as ISO Form CG 20 10 11 85 or both CG 20 10, CG 20 26, CG 20 33, or CG 20 38; and CG 20 37 forms if later revisions used).

- 11.2.2 Primary Coverage: For any claims related to this contract, the Contractor's insurance coverage shall be primary insurance primary coverage at least as broad as ISO CG 20 01 04 13 as respects the County, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the County, its officers, officials, employees, or volunteers shall be excess of the Contractor's insurance and shall not contribute with it.

- 11.2.3 Notice of Cancellation: Each insurance policy required above shall state that coverage shall not be canceled, except with notice to the County.

- 11.2.4 Waiver of Subrogation: Contractor hereby grants to County a waiver of any right to subrogation which any insurer of said Contractor may acquire against the County by virtue of the payment of any loss under such insurance. Contractor agrees to obtain any endorsement that may be

necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the County has received a waiver of subrogation endorsement from the insurer.

- 11.3 Self-Insured Retentions: Self-insured retentions must be declared to and approved by the County. The County may require the Contractor to provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or County.
- 11.4 Acceptability of Insurers: Insurance is to be placed with insurers authorized to conduct business in the state with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to the County.
- 11.5 Claims Made Policies: If any of the required policies provide coverage on a claims-made basis:
- 11.5.1 The Retroactive Date must be shown and must be before the date of the contract or the beginning of contract work.
- 11.5.2 Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the contract of work.
- 11.5.3 If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, the Contractor must purchase "extended reporting" coverage for a minimum of five (5) years after completion of contract work.
- 11.6 Verification of Coverage: Contractor shall furnish the County with Certificates of Insurance including all required amendatory endorsements (or copies of the applicable policy language effecting coverage required by this clause) and a copy of the Declarations and Endorsement Page of the CGL policy listing all policy endorsements to County before work begins. However, failure to obtain the required documents prior to the work beginning shall not waive the Contractor's obligation to provide them. The County reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time. **Certificates and endorsements shall refer to the Project or Work. Certificates of Insurance shall list the Certificate Holder as: County of Amador, Attn: (Department, Title, and Address of Contract Administrator). Contractor shall provide all insurance documentation to the Contract Administrator.**
- 11.7 Subcontractors: Contractor shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and Contractor shall ensure that County is an additional insured on insurance required from subcontractors.
- 11.8 Special Risks or Circumstances: County reserves the right to modify these

requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

12. OWNERSHIP OF DOCUMENTS. Upon completion or termination of this Agreement, County shall be entitled to ownership and immediate possession of, and Contractor shall furnish, on request, all computations, plans, correspondence, manuals, warranties, and other pertinent data gathered or computed by Contractor for the Work prior to termination. Contractor may retain copies of such original documents for Contractor's files.
13. INDEMNIFICATION. Contractor 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 Contractor or Contractor'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 Contractor by any person or entity. Contractor's indemnity obligations shall not be limited by the amount of insurance provided.
14. PUBLIC RECORDS ACT DISCLOSURE. Contractor 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 Contractor, 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 Contractor 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 by County to be required by law or by court order.
15. RESPONSIBILITY FOR ERRORS. Contractor shall be responsible for its work and results under this Agreement. Contractor, 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 Contractor occurs, then Contractor shall, at no cost to County, provide all necessary design drawings, estimates, 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.

16. NON-DISCRIMINATION. Contractor 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. Contractor 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. Contractor shall also comply with the California Fair Employment and Housing Act (Government Code, Section 12900 and following).
17. CONFLICT OF INTEREST. Contractor 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 or degree with the performance of the Work. Contractor further agrees that in the performance of this Agreement no person having any such interest shall be employed by Contractor.
18. ALCOHOL-FREE AND DRUG-FREE WORK PLACE POLICY.
- 18.1 That while performing any services pursuant to the Contract, being present on any County property, or using any County equipment, the Contractor, its employees, sub-contractors and agents (1) Shall not be in any way be impaired because of being under the influence of alcohol or a drug; (2) Shall not possess, consume, or be under the influence of alcohol and/or an illegal drug; and (3) Shall not sell, offer, or provide alcohol or an illegal drug to another person.
- 18.2 If Contractor, or any employees, sub-contractors violate any of the above provisions, the County may terminate the Contract immediately.
19. 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 Contractor: 

To County: 
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.

20. CONTRACT EXECUTION. Each individual executing this Agreement on behalf of Contractor represents that he or she is fully authorized to execute and deliver this Agreement.
21. 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.
22. 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.
23. 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.
24. 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.
25. 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

CONTRACTOR:

_____, a California _____

BY: _____

BY: _____

Chairman, Board of Supervisors

Name:
Title:
Federal I.D. No.:

APPROVED AS TO FORM:
GREGORY GILLOTT, AMADOR COUNTY
COUNSEL

ATTEST:
JENNIFER BURNS, CLERK OF THE
BOARD OF SUPERVISORS

BY: _____

BY: _____

ATTACHMENT A – SCOPE OF WORK

(Provide a summary of the work to be provided here)

1. Includes all services specified in the County of Amador RFP Number XX-XX (Title of RFP here) and;
2. Contractor's response to RFP XX-XX dated XXXX XX, 201X attached herein and;
3. Revised Statement of Work Dated XXXX XX, 201X and; (If Applicable)
4. Revised Cost Proposal Dated XXXX XX, 201X and; (If Applicable)
5. This Agreement

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

ATTACHMENT B – COMPENSATION

Total compensation to Contractor will be made monthly on a time-and-materials basis (or task related basis) with cost-not-to-exceed Twenty-Five Thousand Dollars and No Cents (\$25,000.00) in accordance with Cost Proposal dated XXXX XX, 20XX submitted by (Contractor's name here) – see attached.

The Cost Proposal and Fee Schedule attached hereto, constitute the full and complete understanding and agreement of the parties with respect to the Services to be provided by Contractor (Place Firm and/or Individual Name Here); and they supersede any prior or contemporaneous understanding or agreement, whether written, oral or communicated in any other type of medium, between the parties relating thereto. No amendment or modification of any provision of this Agreement shall be binding unless made in writing and signed by the parties hereto.

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

ADDITIONAL WORK

When the County requests additional work to be performed Contractor shall provide monthly invoices which will include an itemization of expenses for which reimbursement is being requested for. The invoice shall include for each item of the Work performed, hours of work expended (in quarter-hour increments), a detail of work performed, hourly rate or rates of persons performing the task, and copies of receipts for reimbursable materials or expenses.

HOURLY LABOR RATES

- Job Class \$XXX.00/hour
- Job Class \$XXX.00/hour

EXPENSES AND SUBCONTRACTORS

Reimbursement for owned automobiles used in connection with the Work will be at the rate of .54 cents per mile. Reimbursement for direct outside expenses (such as maps, photographs, reproductions, etc.) will be at cost.

Reimbursement for subcontractor expenses will be at cost.

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

El Dorado County Sheriff's Office



Contract Services

For

Pathology and Autopsy Services

April 9, 2020

Captain Golmitz
El Dorado County
200 Industrial Drive
Placerville, CA 95667

April 9, 2020

Amador County Sheriff Coroner
County of Amador
12200-B Airport Rd
Jackson, CA 95642

To Whom It May Concern:

Enclosed you will find a proposal from the El Dorado County Sheriff's Office to perform Pathology and Autopsy Services at 200 Industrial Drive, Placerville, CA 95667 on behalf of the County of Amador.

If you have any questions or concerns regarding this proposal, please do not hesitate to call me.

Captain Bryan Golmitz
El Dorado County Sheriff's Office
(530) 621-5656
golmitzb@edso.org

Scope of Work/Services:

Overview of Proposal

The El Dorado County Sheriff's Office, (EDSO), will provide all labor, tax, bonds, insurance, permits, premiums, services, disposal, equipment, materials, and appurtenant facilities for Pathology & Autopsy Services. EDSO will use whatever means necessary to inquire into the cause of all deaths that are sudden, unexplained, violent, or otherwise, as described in California Government Code §27491. EDSO shall employ a physician licensed to provide pathology services, including performing autopsies and recommending or ordering toxicological, bacteriological, serological, histological, microscopic, and/or other clinical examinations as may be necessary, to advise and assist the Amador County Sheriff-Coroner in determining the cause of death. EDSO will perform autopsies when determined necessary by an authorized representative of the Amador County Sheriff-Coroner. In some cases, the death examination may be limited to an external exam or evaluation. When an external exam reveals questions, or issues that in the opinion of the pathologist require an autopsy to be performed, EDSO/the pathologist will immediately notify Amador County Sheriff-Coroner staff concerning the need for an autopsy. In all cases, the final determination as to the extent of the examination or autopsy shall rest with an authorized representative of the Amador County Sheriff-Coroner.

EDSO is proposing an initial fixed price contract for a period of two (2) years with an increase of up to 5% per year for three (3) additional years. In total, this agreement shall be in place for five (5) years.

EDSO will provide qualified personnel for services that may include, but are not limited to the following:

1. Conduct autopsies, external exams, and case evaluations.
2. Explain autopsy procedures and respond to questions during an autopsy.
3. Complete written examination reports within 70 working days from the date of the autopsy.
4. Testify as an expert witness.
5. Recommend anatomical gift feasibility and facilitate donor transactions.
6. Educate and train Amador County Sheriff's Office personnel (i.e. instructing personnel regarding medical safety issues or information required by the pathologist for effective evaluation of Coroner cases).

7. Maintain tissue in a medically approved manner for a period of at least one year and one day.
8. Comply with chain of custody requirements.
9. Review and/or report on cases conducted by another pathologist.
10. Provide adequate availability to meet the County's forensic pathologist needs.

Proposed Pathology Services:

1. EDSO's Pathologist(s) will provide case evaluation services to investigators, medical professionals, or others at the discretion of the Amador County Sheriff-Coroner to determine whether Coroner inquiry pursuant to California Government Code 27491 as appropriate. **These consultation services will be an additional charge at the proposed hourly rate.**
2. EDSO's Pathologist(s) will provide the cause of death according to the California Death Registry through external examinations of decedents when an autopsy is not necessary. An external examination may include, but is not necessarily limited to, viewing the body, reviewing medical records and history, and collecting bodily fluid samples to be sent for further analysis.
3. EDSO will show proof of their contracted pathologist's medical malpractice insurance listing EDSO as being additionally insured.
4. EDSO's Pathologist will perform autopsies when determined necessary by an authorized representative of the Amador County Sheriff-Coroner. Such autopsy services may include the following:
 - a. Viewing: Individuals or agency representatives such as public health or other relevant individuals or agencies who may or may not be involved in the investigation or prosecution of a case. Such individuals or agency representatives must obtain authorization from the Amador County Sheriff-Coroner's Office prior to viewing any autopsy.
 - b. Describing procedures: The Pathologist(s) performing autopsies may need to explain autopsy procedures and respond to questions during the autopsy.

- c. Laboratory Tests: The Pathologist will be responsible to order toxicological, bacteriological, serological, or similar testing studies from laboratories when reasonable or necessary to assist in determining the cause of death. The shipping, testing, and processing fees related to above listed tests will be the financial responsibility of the Amador County Sheriff-Coroner.
5. EDSO's Pathologist(s) will provide examination reports after each external or autopsy examination. These reports will minimally contain the following:
 - a. The name of individual examined, personal identifying information and the applicable Amador County Sheriff-Coroner Case number.
 - b. Date external examination was concluded or date and time of autopsy.
 - c. Description of external examination of individual and/or records.
 - d. Information about the exam processes and procedures, relevant findings and all other specific details needed to support the findings.
 - e. Summary of relevant historical and scene information if available, results and/or findings from examinations performed, and determination of cause of death.
 - f. Any other information required by applicable state and federal laws and regulations.
 - g. Signature of an authorized forensic pathologist to practice medicine in the state of California. EDSO's forensic pathologist is a non-board-certified forensic pathologist.
6. If awarded the contract, EDSO intends on conducting Amador County Autopsies at EDSO's morgue facility located at 200 Industrial Drive, Placerville, CA. EDSO will not be responsible for transportation of decedents to EDSO's facility or to transport Amador County decedents back to Amador County after autopsy. Amador County will provide transportation and be responsible for the costs associated with these services. EDSO will provide a cost as an additional charge at the proposed hourly rate for EDSO's Pathologist or Coroner staff to travel to Amador County for court appearances and other activities. **These services will be an additional charge at the proposed hourly and mileage rates.**
7. EDSO's Pathologist(s) will testify as an expert witness when subpoenaed to do so at any legal proceedings arising in connection with cases in which he/she has conducted an examination for the County of Amador.

The County of Amador or other entity or individual requesting the appearance of said Pathologist shall pay fees as agreed upon with the acceptance of this proposal or as provided by law for such appearance. **These services will be an additional charge at the proposed hourly and mileage rates.**

8. EDSO will support and facilitate the authorized removal and disposition of human tissue from bodies of deceased persons as authorized by the California Uniform Anatomical Gift Act. EDSO would advise Amador County as to whether such procedures would adversely affect the subsequent documentation of injuries or determination of cause or manner of death. EDSO is not responsible for the actual removal/harvesting of tissues/organs.

Upon receiving information of a desired tissue recovery to occur at EDSO, EDSO will coordinate with Amador County's chosen donor services company and schedule a date and time for such recovery. EDSO has a "donor services fee" which includes the use of the EDSO morgue facility, hazardous material disposal, and Morgue Technician and/or Detective labor. There are two "Donor Services Fee Rate". One rate is for donor harvests Monday through Friday 0800-2000 hours. The second rate is for after hours, holiday and weekend harvests. The donor services rate could be billed to either Amador County or the Amador County's chosen donor services company. **These rates will be listed as an additional charge on the detailed fee document.**

EDSO's Pathologist will be available to receive telephone inquiries from Amador County regarding donor harvesting and if harvesting would inhibit the Pathologist's autopsy. The calls to the Pathologist will be infrequent and will occur during normal business hours. **Calls to the Pathologist during off hours and weekends will be billed as an additional charge at the proposed hourly rate.**

9. EDSO's pathologist(s) would occasionally educate and train Amador County Sheriff's Office personnel. Training may include, but is not limited to, instructing certain Amador County Sheriff's detectives regarding medical safety issues or information required by the pathologist for effective evaluation of coroner cases. **These services will be an additional charge at the proposed hourly and mileage rate.**

10. EDSO will comply with the evidence chain of custody protocols implemented by the Amador County Sheriff-Coroner's Office. These

protocols generally include obtaining and protecting evidence on or about decedents in a way that will be legally admissible in a court of law.

11. EDSO's Pathologist(s) is able to conduct prior case review services. These case reviews may require EDSO's Pathologist(s) to perform a review of written reports and provide expert testimony in cases where a pathologist not associated with the County's contract pathologist performed the exam.

12. EDSO will advise the Amador County Sheriff-Coroner's Office concerning the necessity of retaining specimens and tissue samples and assisting in the storage of biological materials in a scientifically approved manner. EDSO will package and ship Amador County toxicological, bacteriological, and serological samples when needed and store Amador County tissue samples for 1 year after the autopsy. Amador County will be requested to pick up groups of tissue samples after the one year of storage by EDSO. **EDSO to package and ship toxicology samples to Amador County's contracted lab at Amador's expense.**

13. EDSO is able to perform autopsies Monday through Fridays from 0800 hours to 1630 hours. Autopsies can be performed outside of these hours upon request. **These services will be an additional charge at the proposed hourly rate(s) in addition to the normal autopsy fee(s).**

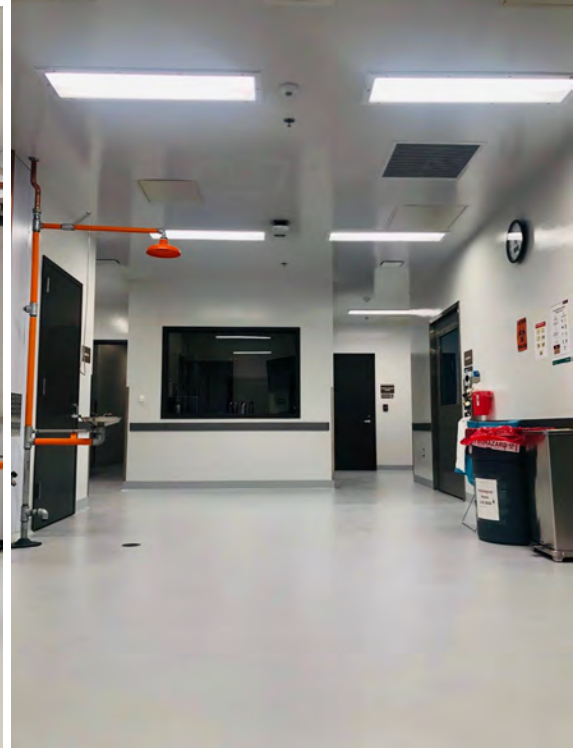
Pathologist qualifications:

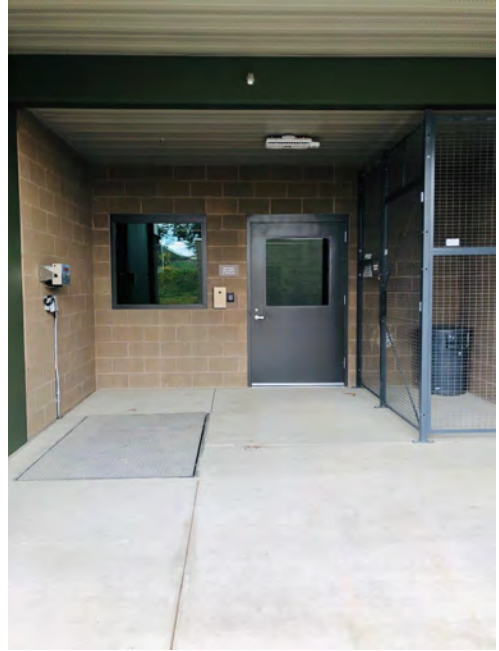
EDSO's contracted pathologist will have the qualifications as follows:

1. Be a graduate of a college or medical school as a Doctor of Medicine from an accredited medical school, with specific training and/or experience in pathology, toxicology, histology, and other medical-legal sciences, or any equivalent combination of experience and training which provides the required knowledge, skills, and abilities.
2. Have completed a residency in pathology.
3. Be a board certified in Anatomic and Forensic Pathology and/or American Board of Pathology.
4. Be licensed to practice medicine in the State of California.
5. EDSO/EDSO's Pathologist will comply with forensic autopsy performance standards as defined by the National Association of Medical Examiners. (N.A.M.E.)

EDSO's Ability to Meet the RFP requirements.

EDSO has a modern fully equipped operating morgue at their facility located at 200 Industrial Drive in Placerville, CA. EDSO has policies, procedures, and personnel in place, as well as a certified pathologist contracted to conduct autopsies in a professional and timely manner. EDSO has a full time Morgue Technician whose entire job description involves morgue specific duties. EDSO's morgue has the finest modern equipment and a facility which is maintained, stocked, and cleaned daily. EDSO has a total of six Coroner's Investigators on staff who are all responsible for morgue duties such as the acceptance and release of decedent's, as well as coordination with the EDSO Morgue Technician. EDSO's morgue has cold storage for approximately 30 decedents of which EDSO regularly uses approximate one third of the available storage space. This surplus of storage space allows EDSO the ability to accommodate Amador County's autopsy cases. EDSO's facility is in an accessible location near a main thoroughfare with both Highway 50 and Highway 49 in close proximity. EDSO's morgue is set up for efficient drop off and pick up of decedents with the morgue facility being located at the front of the EDSO site directly adjacent to the main entrance gate. EDSO's morgue facility is easily accessible from the neighboring Amador County. The combination of resources EDSO can provide to Amador County as it relates to autopsies distinctly sets EDSO apart from other agencies and/or private businesses electing to provide these services.







Exclusions:

- All autopsies proposed by EDSO are non-forensic, for non-criminal and non-suspicious cases. EDSO is not proposing any Rule-Out, Homicide, or SIDS autopsies.
- EDSO does not include or provide any decedent transportation to or from EDSO. All transportation and associated costs to be provided by and paid by Amador County.

Inclusions:

- All Amador decedents delivered to EDSO will be tagged with a plastic ID tag specific to Amador County and be in a body bag which will also be labeled Amador County. These supplies will be provided to Amador County in bulk periodically by EDSO at the cost of EDSO.

Disclaimers:

- EDSO to bill Amador County for donor harvests occurring at EDSO. (\$250 M-F 0800-2000 hours, \$590 after hrs/weekends/holidays)
- Amador County decedents will be dropped off at, and/or picked up from, EDSO Mon-Fri from 0800-1630 hrs.
- EDSO is not responsible for the collection of any fees, or payments to, mortuaries who pick up Amador decedents.
- EDSO is not responsible to make positive identification of Amador County decedents. ID by Amador.
- Amador County Chart Review cases will not be transported to EDSO. Chart reviews will be completed by document transfers only.
- EDSO's contracted pathologist is a non-Board Certified Forensic Pathologist.
- EDSO does not process or bring any El Dorado County confirmed COVID cases into their morgue for processing or investigation. These cases are handled as Doctor's cases and are signed off by the Hospital Doctor and released to the mortuary of the family's choice. EDSO assumes Amador County has similar procedures for their confirmed COVID deaths and they do not anticipate conducting autopsies on confirmed COVID cases.

Staffing:

The following positions will be involved in providing services for the County of Amador either through administrative means or directly relating to pathology and autopsy services.

Medical Doctor: Responsible for all medical services, including autopsies, chart reviews, toxicology orders, etc.

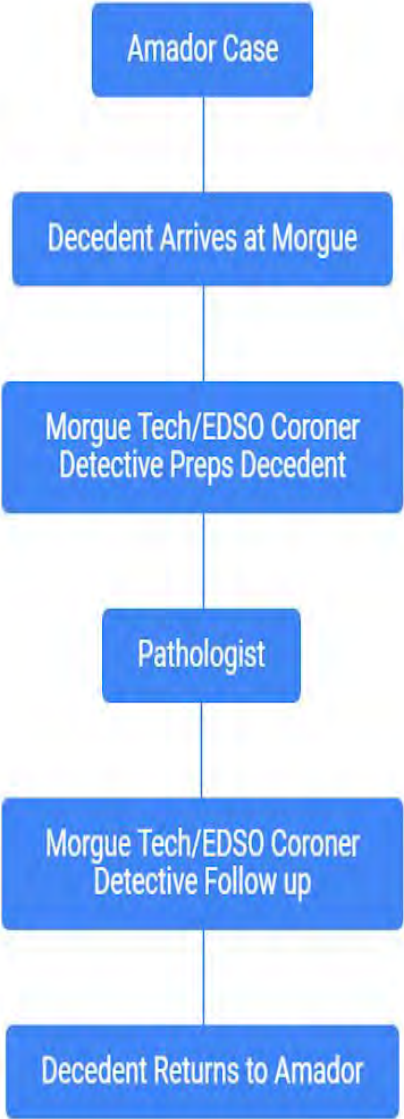
Morgue Technician: Responsible for setting up the facility, assisting with autopsy, and storage/cleaning up after autopsy. The Morgue Technician will also be responsible for coordination and the transfer of documents for Chart Reviews and final autopsy reports.

Coroner Detectives: Responsible for confirming decedent identification at both autopsy and release. Coroner Detectives will also be responsible for phone calls and coordination with Amador County, the Morgue Technician, and EDSO's Pathologist to ensure Amador cases progress in a timely manner.

Coroner Sergeant: Responsible for reviewing billings, communications between El Dorado County Sheriff's Office and Amador County, and El Dorado County Sheriff's Office and the Medical Doctor.

Administrative Staff: Responsible for billing and collection of payment. Administrative staff is also available for communications for Amador County inquiries.

ORG CHART



Statement of Experience and Qualifications:

The physician utilized by the El Dorado County Sheriff's Office is Board Certified in Anatomic and Clinical Pathology; training for this certification includes two (2) months of autopsy training. They have performed autopsies for both El Dorado and Alpine counties and performed and taught autopsies while holding a position at UC Davis. In total, they have performed over 5,000 autopsies since 1991.

The El Dorado County Sheriff's Office continuously attends multiple trainings in their respective fields with the Coroner's Division having over 100 years of combined experience. All EDSO Coroner Staff attend POST training and obtain Coroner specific certification.

Execution of Sample Agreement

The presented Sample Agreement (**Exhibit A**) has been reviewed and the following exceptions or changes are requested prior to execution of the Agreement:

Term; Termination of Agreement.

.....County reserves the right to terminate this Agreement with or without cause....

El Dorado County is requesting ninety (90) days written notice.

Captain Bryan Golmitz

Cost Proposal:

Autopsy Fee: Standard routine autopsy. This fee includes all equipment, labor, tax, insurance, materials, Pathologist fees, disposal, toxicology processing, and facility and administrative fees to conduct a routine autopsy and state the cause of death: \$1,550.00

Homicide Autopsy Fee: N/A, EDSO cannot comply with this request.

External Examination: This fee includes all equipment, labor, tax, insurance, materials, Pathologist fees, disposal, toxicology processing, and facility and administrative fees to conduct an external examination and state the cause of death: \$800.00

SIDS Fee: N/A, EDSO cannot comply with this request.

Consultation Fee: Pathologist= \$180.00 per hour

Pre-Trial Testimony Fee:

Pathologist= \$180.00 per hour

Morgue Tech= \$38.00 per hour

Coroner Detective= \$85.00 per hour

Coroner Detective Sergeant= \$103.00 per hour

Trial Testimony Fee:

Pathologist= \$180.00 per hour

Morgue Tech= \$38.00 per hour

Coroner Detective= \$85.00 per hour

Coroner Detective Sergeant= \$103.00 per hour

Travel and Waiting Fee:

Pathologist= \$180.00 per hour

Morgue Tech= \$38.00 per hour

Coroner Detective= \$85.00 per hour

Coroner Detective Sergeant= \$103.00 per hour

Medical Record Review: This fee includes all equipment, labor, tax, insurance, materials, Pathologist fees, and facility and administrative fees to review medical records and state the cause of death: \$250.00

Mileage Rate: \$.575 per mile

Donor Services Harvest Fees: Monday through Friday, 0800-2000 hours, \$250.00

After hours, weekends, and holidays, \$590.00

Compensation:

For services provided, Amador County agrees to pay El Dorado County Sheriff's Office within forty-five (45) days following Amador County's receipt and approval of itemized invoice(s) identifying services rendered.

Proposal Final Evaluations RFP 20-08 Contract Services For Pathology and Autopsy Services				The Evaluation Committee was made up of three (3) members							
CATEGORIES				Max Points	Proposers 0-20 Points	Weight	Proposer 1 FCMG	Max Points	Proposers 0-20 Points	Weight	Proposer 2 ELC SO
							Weighted Score				Weighted Score
A. Quality and Responsiveness of the Proposal				20	19.33	10%	9.67	20	20.00	10%	10.00
A.1. Proposal contains all requested information, is organized, not missing or lacking material information, does not have numerous spelling or grammatical				20	20.00	25%	25.00	20	20.00	25%	25.00
B. Scope of Work/Services				20	20.00	15%	11.75	20	18.67	15%	14.00
B.1. Proposal included the Respondent's overview of the entire proposal describing the work and services to be provided. The summary should:				20	17.33	20%	17.33	20	17.33	20%	17.33
C. Staffing				20	13.00	30%	19.50	20	18.67	30%	28.00
C.1. Proposal contains a list of personnel who will be directly assigned to provide services, together with a discussion of each member's responsibilities and				20	13.00	100.00%	83.25	100	94.67	100.00%	94.33
D. Experience and Qualifications											
D.1. The Respondent shall submit a list experience and qualifications including a description of the nature of the Respondent's present work, including a											
E. Cost Proposal											
E.1. Cost Proposal: A detailed, fee-related or rate-related cost proposal based upon anticipated hours for services to be provided, each task and hourly rates for											
TOTAL POINTS * 0 = Non-existent 4 = Poor 8 = Marginal 12 = Acceptable 16 = Very Good 20 = Excellent				100	85.33			100	94.67		
TOTAL WEIGHT (100%)											
TOTAL WEIGHTED POINTS							83.25				94.33

Final Eval Sheet 4.16.20

Board of Supervisors Agenda Item Report

Submitting Department: General Services Administration

Meeting Date: May 12, 2020

SUBJECT

General Services Administration: Fuel services - Third Amendment

Recommendation:

1) Dispense with the formal RFP procedures and; 2) Approve the amendment for an additional three (3) years with Hunt & Sons, Inc. to provide fuel services.

4/5 vote required:

No

Distribution Instructions:

Jon Hopkins - GSA

ATTACHMENTS

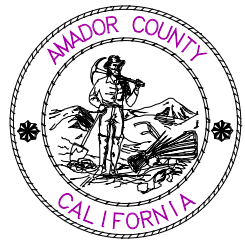
- [RFP 13-19 Fuel Services 3 yr Extension Memo 4.28.2020 \(1\).pdf](#)
- [Fuel Services 3rd Contract Amendment 4.28.2020.pdf](#)

GENERAL SERVICES ADMINISTRATION


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

LOCATION: 12200-B Airport Road, Martell, CA

PHONE: (209) 223-6744 FAX: (209) 223-0749 E-MAIL: dwhitaker@co.amador.ca.us



SUMMARY MEMORANDUM

TO: Board of Supervisors
FROM: Danielle Whitaker, Purchasing Manager 
DATE: April 28, 2020
SUBJECT: Fuel services - Third Amendment

Background: On Thursday, January 30, 2014, at 1:30 PM Request for Proposals for Fuel Services RFP 13-19, were received, opened and read publicly. In this particular case, the RFP included ten (10) public local agencies with the County being the lead agency for this solicitation. This collaborative effort resulted in a three (3) year contract beginning July 1, 2014 with Hunt & Sons, Inc. including an additional service station, Jon's Pit Stop, to obtain fuel from at Hunt & Sons, Inc. pricing. A Second Amendment was executed on April 11, 2017 extending the contract until July 1, 2020 at the same terms as 2014. In addition, Hunt & Sons offered these advantages:

1. Overall best site;
2. Same cost at \$0.12 over Sacramento area OPIS Low Rack versus OPIS Average Rack or Retail Direct Cost;
3. Guarantees Low Rack pricing even if commodity (fuel reserves) runs out;
4. Established billing software that integrates with County's WinCAMS software.

Subject or Key Issue: Dispensing with the formal RFP process and extend services with same terms until July 1, 2023

Analysis: Non-competitive acquisitions should be avoided to the greatest extent possible; however, Hunt & Sons, Inc. has offered to maintain their pricing and all services without change. Due to the unique nature of this work, the following was considered:

- A. **Practicality:** expedites the procurement process;
- B. **Uniqueness:** Hunt & Sons, Inc. have a unique understanding of the County's Fuel servicing needs and requirements providing a significant benefit;
- C. **Availability:** Hunt & Sons, Inc. continue to be available without interruption of service;
- D. **Cost-effectiveness:** no increases in cost for the next three (3) years have been determined to be a cost benefit maintaining competitive pricing realized at 2014 costs. Further, overhead and profit pricing remains consistent as the fuel market changes. In addition, eliminates the resources and expense of conducting a competitive procurement providing an advantage to the taxpayers as the costs to extend the services is marginal in comparison.

Alternatives: The Board could authorize the Purchasing Agent to issue RFP's for fuel services.

Fiscal or Staffing Impacts: N/A

4/5ths vote: N/A

Recommendation(s): 1) Dispense with the formal RFP procedures and; 2) Approve the amendment for an additional three (3) years with Hunt & Sons, Inc. to provide fuel services.

c: Chuck Iley, CAO
Jon Hopkins, GSA Director
file

THIRD AMENDMENT TO THE HUNT & SONS, INC. SERVICES AGREEMENT FOR FUEL SERVICES

THIS THIRD AMENDMENT TO THE HUNT & SONS, INC. SERVICES AGREEMENT FOR FUEL SERVICES (this "Third Amendment") is made as of June _____, 2020 by and between COUNTY OF AMADOR, a political subdivision of the State of California ("County") and Hunt & Sons, Inc., a California corporation ("Contractor").

RECITALS

A. County and Contractor executed an agreement (the "Original Agreement") dated as of July 1, 2014 whereby Contractor agreed to provide fuel services to the County upon the terms and conditions set forth in the Original Agreement. The Original Agreement was amended by that certain First Amendment to Service Agreement dated as of September 17, 2014 and the Second Amendment dated as of April 11, 2017 extended the term to July 1, 2020.

B. County and Contractor desire to further modify the Original Agreement as set forth in this Third Amendment. The Original Agreement, as amended by the First and Second Amendment, and this Third Amendment shall be referred to as the "Agreement."

NOW, THEREFORE, the parties agree as follows:

1. The first sentence of the first paragraph of section 4. Entitled "TERM; EARLY TERMINATION OF AGREEMENT" on page 2 of Agreement shall be modified to read as follows:

4. TERM; EARLY TERMINATION OF AGREEMENT. This Agreement shall commence on the date of execution by the County and shall terminate on July 1, 2023.

2. The effective date of this amendment shall be the date listed above.

3. Except as set forth in this Third Amendment, the Original Agreement, as amended by the First and Second Amendment shall remain unmodified and in full force and effect.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties have executed this Third Amendment as of the date first set forth above.

COUNTY:
COUNTY OF AMADOR

CONTRACTOR:
Hunt & Sons, Inc. a California corporation

BY: _____
Chairman, Board of Supervisors

BY: _____

Federal I.D. No.: _____

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

ATTEST:
CLERK OF THE BOARD OF SUPERVISORS
COUNTY OF AMADOR

BY: _____

BY: _____

Board of Supervisors Agenda Item Report

Submitting Department: General Services Administration

Meeting Date: May 12, 2020

SUBJECT

General Services Administration: ITB 19-20 Sheriff's Office Vehicles Purchase & Increase Motor Pool Budget

Recommendation:

1.) Purchase four (4) 2021 Interceptors utilizing the City of Sacramento contract B19153311005 with Downtown Ford in an amount not to exceed \$198,904.06 from Downtown Ford and; 2.) Approve the Budget Transfer from the Motor Pool Replacement Fund to the Motor Pool budget by \$52,635.10

4/5 vote required:

Yes

Distribution Instructions:

Jon Hopkins - GSA; Auditor-Controller

ATTACHMENTS

- [Memo ITB 19-20 Big Valley Ford Memo 4.29.20.pdf](#)
- [City Of Sac Contract-with Downtown Ford .pdf](#)
- [Budget Increase 7800.pdf](#)

GENERAL SERVICES ADMINISTRATION

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

LOCATION: 12200-B Airport Road, Martell, CA

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



SUMMARY MEMORANDUM

TO: Board of Supervisors
FROM: Jon Hopkins, GSA Director *JH*
DATE: April 29, 2020
SUBJECT: ITB 19-20 – Sheriff's Office Vehicles Purchase & Increase Motor Pool Budget

Background: On Thursday, August 1, 2019 at 1:30pm, we received bids for various vehicles (ITB 19-20). Big Valley Ford was awarded four (4) of the six (6) vehicle bids (2020 Interceptors) in the amount of \$146,268.96.

On several occasions, staff tried reaching out to Big Valley Ford Fleet Manger, Jarrod McNally regarding the status of the order. Eventually staff called the dealership and spoke with Doug Subke, Commercial Account Manager. Mr. Subke informed us that Mr. McNally was no longer with the dealership yet vehicles were ordered on August 27, 2019; but there were delays in the build date and vehicles should arrive at the dealership by the end of March 2020. On March 16, 2020 staff was contacted by Mr. Subke regarding all four (4) vehicles, stating there were problems with meeting the specifications (i.e. rear seats, rear heat and air, privacy glass and key codes). Big Valley Ford could not correct all these errors but informed staff they could reorder the units and it would be 5 to 6 months for delivery. These vehicles were never received by the Sheriff's Office due to inaccurate orders placed by the dealership and were subsequently rejected.

Due to all of the delays, the long wait time in production, and trying to expedite the purchase of the four Interceptors as much as possible, the Sheriff's Office and GSA have looked into purchasing vehicles that have been partially built-up (i.e. pre-wiring for sirens and lights, cargo vault, sirens, speaker, wig-wag lights, spot light). Staff found a bid from the City of Sacramento that allows the County to piggy-back on with Downtown Ford (see attached contract B19153311005). These four (4) partially built-up 2021 vehicles are \$198,904.06. Being able to piggy-back on an existing contract by another public entity satisfies the competitive bidding requirements for California and local agencies. At this time, due to manufacture plant issues, vehicle production time is at approximately five (5) to six (6) months from the date the order is placed. Therefore getting this order placed as soon as possible is of the utmost importance for the Sheriff's Office operations.

Subject or Key Issue: Big Valley Ford placed the original order erroneously to where the ordered vehicles were unacceptable by the Sheriff's Office and therefore rejected. Facilitate the purchase of the four (4) 2021 Interceptors in the amount not to exceed \$198,904.06 from Downtown Ford, utilizing the City of Sacramento contract. Transfer Motor Pool Replacement funds into the Motor Pool Budget by \$52,635.10 to account for the vehicle year change from 2020 to 2021 and build up items.

Alternatives: Do not purchase the vehicles, go out to bid for these vehicles.

Fiscal or Staffing Impacts: To date, 258 days lost time in receiving vehicles to support the Sheriff's Office. Increasing Motor Pool budget by \$52,635.10.

4/5ths vote: Yes

Recommendation(s): 1.) Purchase four (4) 2021 Interceptors utilizing the City of Sacramento contract B19153311005 with Downtown Ford in an amount not to exceed \$198,904.06 from Downtown Ford and; 2.) Approve the Budget Transfer from the Motor Pool Replacement Fund to the Motor Pool budget by \$52,635.10.

Cc: Chuck Iley, CAO
Gary Redman, Undersheriff
Danielle Whitaker, Purchasing Manager
file

Attachments: Budget Transfer
City of Sacramento Contract

CONTRACT ROUTING SHEET

Contract Cover/Routing Form: Must Accompany ALL Contracts; however, it is NOT part of the contract.

General Information (Required)

Original Contract # (supplements only): _____ Supplement/Addendum #: _____
 Assessor's Parcel Number(s): _____
 Contract Effective Date: 05/14/2019 Contract Expiration Date (if applicable): 05/13/2024
 \$ Amount (Not to Exceed): \$ 7,363,765.00 Adjusted \$ Amount (+/-): _____
 Other Party: Downtown Ford Sales
 Project Title: Ford Police Interceptor Utility Vehicles
 Project #: _____ Bid/RFQ/RFP #: B19153311005
 City Council Approval: YES if YES, Council File ID#: 2019-00580

Contract Processing Contacts

Department: Public Works Project Manager: Alison Kerstetter
 Contract Coordinator: Alison Kerstetter Email: akerstetter@cityofsacramento.org

Department Review and Routing

Accounting:

(Signature) (Date)

Supervisor:

Alison Kerstetter Digitally signed by Alison Kerstetter Date: 2019.04.09 10:08:27 -07'00' 04/09/2019

(Signature) (Date)

Division Manager:

Mark R Stevens Digitally signed by Mark R Stevens DN: cn=Mark R Stevens, o=City of Sacramento, ou=City of Sacramento, email=markr.stevens@cityofsacramento.org, c=US Date: 2019.04.09 10:33:37 -07'00' 04/09/2019

(Signature) (Date)

Other:

(Signature) (Date)

Special Instruction/Comments (i.e. recording requested, other agency signatures required, etc.)

Recording Requested

Other Party Signature Required

-----FOR CLERK & IT DEPARTMENTS ONLY – DO NOT WRITE BELOW THIS LINE-----



2019-0507

2019 MAY 24 A 11:56
 RECEIVED
 CITY OF SACRAMENTO
 CITY CLERK'S OFFICE



Invitation For Bid (IFB)

and

Contract Specifications

for **Supplies** *(\$100,000 or more)*

Bid Number:	B19153311005
Bid/Contract Title:	Ford Police Interceptor Utility Vehicles

Bids must be received prior to 2:00 PM on:

Wednesday	April 3, 2019	Late bids <i>will not</i> be accepted.
------------------	----------------------	--

Bids must be submitted to:

OFFICE OF THE CITY CLERK
 5TH FLOOR PUBLIC COUNTER
 SACRAMENTO CITY HALL
 915 I STREET
 SACRAMENTO CA 95814-2613

**Pre-bid conference
 and Q&A information**

See page 4

Bidder to complete the following information:

Bidder Name:	Downtown Ford Sales
Address:	525 N 116th St
City, State, ZIP code:	Sacramento CA 95811
Contact name:	Sandra Scott
Contact phone number:	916-442-6931
Contact email address:	sandra.scott@dtfords.com

Note: All information submitted in or in connection with a bid is submitted under penalty of perjury. The City shall have the right to terminate at any time any Contract awarded pursuant to a bid that contains false information. The return of a signed copy of this bid solicitation shall constitute a promise to supply in

accordance with terms and conditions shown herein. **All bid submissions become public record.**

Table of Contents

Section number and name	Page
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VII. Technical Specifications	24
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About the City of Sacramento

Founded in 1849, the City of Sacramento is the oldest incorporated city in California and is the capital city of California. It has a population of 479,686. Sacramento is a progressive city with great pride in its ethnic and cultural diversity, concern for environmental and social issues and emphasis on quality in the provision of governmental services. Sacramento is a Charter city, which operates under the City Council Manager Form of government. It has an annual budget of \$961 million and 4,484 full-time equivalent positions.

This Bid/Contract document was prepared by:

<i>Name:</i>	Alison Kerstetter	<i>Title:</i>	Program Specialist
<i>Department:</i>	Public Works	<i>Division:</i>	Fleet Management

I.) Bid Instructions

1.) CITY CODE: All provisions of Chapter 3.56 of the City of Sacramento ("City") Code are applicable to any bid submitted or Contract awarded.

2.) OFFICIAL ELECTRONIC COPY: A copy of the bid document and other documents may be obtained by Registered Vendors only through the City of Sacramento's official web Bid Center, aka "PlanetBids". The link to the site is:

<http://www.PlanetBids.com/portal/portal.cfm?CompanyID=15300>

3.) ADDITIONAL BID INFORMATION: All Addenda and other information will be found at the above official City Bid Center.

4.) EXTENSION OF TIME FOR SUBMITTAL: Notification of a change to the submittal deadline shall be sent automatically by the Bid Center system to all Potential Vendors (those registered vendors who have previously downloaded the bid document).

5.) LATE BIDS NOT ACCEPTED: Bids received after the deadline, or bids submitted in a manner contrary to that prescribed in the bid, shall be deemed non-responsive.

6.) THIRD PARTY SOURCES OF THE BID DOCUMENTS: The City is not responsible for bid documents obtained through third-party sources, such as plan rooms or aggregate bid services. Such documents may be incomplete and bids submitted may be deemed non-responsive. Registration as a vendor in the PlanetBids system is required in order to obtain official bid documents and to receive emails concerning any changes to the bid. **Questions about the Bid Center electronic bid platform shall be addressed to the City of Sacramento Procurement Services Division at 916-808-6240.**

7.) ALL INFORMATION REQUESTED: All information requested shall be entered into the appropriate space on all forms and/or provided fields. Failure to do so may cause your bid to be deemed non-responsive. Bids must comply in all respects with the requested specifications.

8.) DEVIATION FROM SPECIFICATIONS: If the bidder has indicated that the item offered does not comply in all respects with the specifications stated in the bid document, the bidder is to list in detail any and all deviations. The City is under no obligation to consider an alternative bid and may accept or deny the alternative without explanation.

9.) BRAND NAMES: Brand names and model numbers, when used, are for reference to indicate the character or quality of the desired item. When a brand name, model number, or level of quality or performance is not stated by the bidder, it shall be understood that the offer is exactly as requested in the bid document.

10.) EQUIVALENT ITEMS: Items may be bid that are equivalent to the item stated in the bid document unless the bid document states that no alternatives will be accepted. Offers for equivalent items shall state the brand and model number. The bidder may attach appropriate documentation to support their claim of equivalency. The burden of proof and the cost of analysis shall be the responsibility of the bidder. The City is the sole judge as to whether an offered item is equivalent to the requested item and the City's decision shall be final.

11.) SAMPLES: Samples of items, when requested, shall be furnished free of charge of any kind, including freight or handling charges. Samples of items may be retained for future comparison. Samples may be damaged or destroyed by testing. The costs of returning samples to the bidder shall be the responsibility of the bidder and shall be returned only upon written request.

12.) EQUIPMENT: All equipment is to be new, unused, and the latest model in current production. Used, remanufactured, shopworn, demonstrator models, prototypes, discontinued models, or any other categorically synonymous descriptions are not acceptable unless explicitly stated in the bid document.

13.) VISITS TO CITY SITES: Some City facilities charge for parking and some City facilities require photo ID for admittance. Bidders should consider these requirements when attending a pre-bid conference, hand-delivering a bid, or fulfilling requirements of the Contract.

14.) TIME OF DELIVERY: The time of delivery may be a consideration of award. Time of delivery shall be stated as the number of calendar days following the receipt of the purchase order by the Bidder to the time of receipt of the goods or services at the correct City location.

15.) PAYMENT TERMS: Payment terms will be considered as Net 30 unless a cash discount for earlier payment is offered by the bidder. Discounts offered for payment in less than twenty (20) days will not be considered as a basis for award. Payment for services shall be in arrears.

16.) INTEREST IN MORE THAN ONE BID: No bidder submitting any bid shall knowingly be interested in more than one bid as the principal bidder pursuant to City Code section 3.56.130(D).

17.) AUTHORIZED SIGNATURE: The bid shall be signed by a representative of the bidding party who is legally authorized to bind the party to all of the terms and conditions of the Contract. The signatory shall indicate the capacity in which the signature is executed.

18.) BID EVALUATION: The City reserves the right to disregard mathematical errors and to correct said error. When the item price and extended price are in conflict, the City shall use the item price in the bid evaluation. If an item price is omitted, the total price shall be divided by the estimated quantity to determine the item price. If the Bid requires that the Bidder bid on all line items, and neither the item price nor the extended price of an item is offered, the bid shall then be deemed non-responsive.

19.) AWARDS: The lowest responsible bidder shall be determined pursuant to City Code 3.56.020. The City reserves the right to (a) award in whole or in part (b) reject all partial bids; (c) reject any or all bids; (d) issue subsequent Invitations For Bids (IFB); (e) approve or disapprove the use of a particular subcontractor; (f) waive any informality or irregularity in the bidding process and any bids; and (g) accept a bidder's signed offer and issue a purchase order directly to the bidder based on the IFB. The City reserves the right to make multiple awards in order to provide alternate supply sources to insure continuity of supply. **The City's decision shall be final.**

20.) PRE-AWARD CONFERENCE: The apparent lowest responsible bidder may be required to attend a pre-award conference at a mutually acceptable time at which requirements of the Contract will be reviewed. At that time, samples of forms and reports will be submitted by the Contractor for final approval.

21.) EMERGENCY/DECLARED DISASTER REQUIREMENTS: In the event of an emergency declared by the City Manager, or if any portion of the City is declared a disaster area by the county, state or federal government, this Contract may be subjected to unusual usage. The Contractor shall service the City during such an emergency or declared disaster under the same terms and conditions that apply during non-emergency/disaster conditions. The pricing quoted by the Contractor shall apply to servicing the City's needs regardless of the circumstances. If the Contractor is unable to supply the goods/services under the terms of the Contract because of a disruption in its chain of supply or service, then the Contractor shall provide proof of such disruption which may include, but not be limited to, a copy of the letter or notification from the source of supply or service stating the reason for the disruption. Additional profit margin as a result of supplying goods/services during an emergency or a declared disaster shall not be permitted.

22.) CALIFORNIA INCOME TAX WITHHOLDING STATUS: All Contractors providing goods or services to the City must certify their California income tax withholding status by filing a California Form 590 "Withholding Exemption Certificate" or California Form 587 "Nonresident Withholding Allocation Worksheet" with the City.

23.) REQUEST FOR TAXPAYER IDENTIFICATION NUMBER AND CERTIFICATION (Form W-9): All Contractors providing goods or services to the City must file a current revision of the Department of the Treasury Internal Revenue Service Form W-9 with the City.

24.) "PIGGYBACKABLE" CONTRACT: If mutually agreeable to both parties, the use of any resulting Contract may be extended to other government agencies. It shall be understood that all terms and conditions as specified herein shall apply. The City of Sacramento will not be an agent, partner or representative of any other government agency as it relates to this specification and is not obligated or liable, including, but not limited to, payment for an order placed by any other government agency.

25.) BID PROTEST: Bid protests must be filed and maintained in accordance with the provisions of Sections 3.60.460 through 3.60.560 of the Sacramento City Code. Bid protests that do not comply with these sections of the Sacramento City Code shall be invalid and shall not be considered. Sections 3.60.460 through 3.60.560 of the Sacramento City Code are available at:

<http://www.qcode.us/codes/sacramento/>

I.) Bid Instructions

26.) CITY DEPARTMENT / DIVISION / CONTACT INFORMATION

Department:	Public Works
Division:	Fleet Management
Contact name:	Alison Kerstetter
Contact phone number:	916-808-1163

27.) Q&A SUBMITTAL DIRECTIONS

Submit questions prior to:

Date:	03/25/2019	Time:	3:00 PM
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Submit Questions via:

The City's Bid Center ("PlanetBids") Q&A tab for this bid.

(Answers will be posted to the City's Bid Center Q&A tab or by the issuing of an Addendum a minimum of 72 hours before the deadline to submit the bid.)

-OR-

Submit questions to:

Oral explanations or oral instructions shall not be binding on the City. Information obtained from sources other than those stated above may be invalid and responses using this unofficial information may be deemed non-responsive. Additionally, contacts made with other City staff in an attempt to circumvent, interfere, or influence the City's standard bidding and evaluation practices may be grounds for disqualification of the bidder.

28.) PRE-BID CONFERENCE MEETING

No

Yes, attendance is optional **-OR-** Yes, attendance is MANDATORY

NOTE: Bids from bidders who do not attend a MANDATORY pre-bid meeting shall be deemed non-responsive.

Date:	
Time:	
Location name:	
Address:	
Bldg./Floor/Room:	
City:	

I.) Bid Instructions

29.) Bond Information

Bid bond:	<input checked="" type="checkbox"/> Not required	<input type="checkbox"/> YES, required ^(a)	%
Performance bond:	<input checked="" type="checkbox"/> Not required	<input type="checkbox"/> YES, required ^(b)	%

^(a) Pursuant to City Code section 3.56.150 and 3.56.190

^(b) Pursuant to City Code section 3.56.200

Bid security can be in the form of a cashier's check, certified check, or a bid bond from a surety company authorized to do business in the State of California. Bid securities will be returned to all except the three lowest Bidders within ten days after the opening of bids. The bid security of the two unsuccessful Contractors will be returned after the successful Contractor has executed the Contract. Bid security of the successful Contractor will be returned when the Contract is signed and all other Contract award requirements have been met.

Performance bond can be in the form of a cashier's check, certified check, or a bid bond from a surety company authorized to do business in the State of California. Such bond shall be approved as to form by the City Attorney. The performance bond must be submitted by the successful bidder within ten days of the notification of intent to award the Contract.

30.) Timeframe

Number of days that Bid is valid:	Ninety (90) calendar days after bid opening date
Anticipated start date of Contract*:	05/14/2019
<input type="checkbox"/> One-time purchase -OR- <input checked="" type="checkbox"/> Duration of Contract:	<i>("One-time purchase" = Contract expires upon final payment by the City)</i> One (1) Year Term
Contract renewal information:	Four (4) Additional One (1) Year Term Renewals

Within ninety (90) days after the bid opening, a Contract will be awarded by the City to the lowest responsible bidder, subject to the right of the City to reject all bids or waive informalities or minor irregularities, as it may deem proper. The time for awarding a Contract may be extended in the sole discretion of the City, if required to evaluate bids or for such other purposes as the City may determine, unless the Bidder objects to such extension in writing with their bid. The City may accept this bid offer by issuance of a Notification of Intent to Award and approval by the Sacramento City Council any time on or before the ninetieth (90th) day following the date of the bid opening. This offer shall be irrevocable for 90 days after the bid opening or 90 days after the City Council awards the bid, whichever comes last, however, this period may be extended by mutual agreement of both parties.

31.) Bid Opening

- Bidders are invited to be present at the opening of the bids.
- Bids will be opened, in public, in the Historic City Council Chambers on the 2nd floor of Historic City Hall, 915 I Street, Sacramento, California.
- Bids will be opened as soon as practicable immediately following the bid submittal deadline.
- Bids may be inspected in the Office of the City Clerk, Sacramento City Hall 5th Floor, 915 I Street, Sacramento, California.

II.) Terms and Conditions

1.) CONTRACT: By submitting a bid, the bidder agrees to fully perform each and every provision of the bid. The Contract shall be awarded upon approval by the City of Sacramento ("City") Council. The Contract shall include all sections of this Invitation For Bid as well as any Addenda, Amendments, published Q&A or other requirements applicable to performance of the work and/or furnishing the materials specified herein. Such documents are referred to herein as the Contract Documents, are fully incorporated herein by this reference, and are collectively referred to as the Contract.

2.) DELIVERY: All shipments are F.O.B. destination with freight prepaid unless otherwise stated in the IFB. Contractor assumes full responsibility for all transportation, transportation scheduling, packing, handling, insurance, and other services associated with delivery of all products and/or services deemed necessary under this Contract. The City reserves the right to request and receive a copy of the freight bill of lading on all purchases shipped F.O.B. prepaid and added.

3.) TIME FOR DELIVERY: Time is of the essence in the delivery of services and/or items procured through this Contract. Contractor shall notify the City department if unable to make delivery on or before the Due Date. Periods of performance may be extended if, in the sole opinion of the City, the cause of delay justifies an extension.

4.) MISCELLANEOUS CHARGES: No additional charges shall be allowed unless specified in this Contract, including but not limited to: charges for transportation, fuel surcharges, containers, and packing.

5.) HOLD HARMLESS: The Contractor shall defend, indemnify, and hold the City of Sacramento, its officers, agents, and employees, harmless from and against any and all claims, actions, costs, proceedings, damages, and other liabilities, including attorney fees, caused by defect(s) in the item(s) purchased hereunder, or resulting from the Contractor's or the City's use of any copyrighted, or non-copyrighted composition, process, patented or non-patented invention, articles or appliances furnished or used under this order, and agrees to defend, at Contractor's expense, any and all actions brought against the City of Sacramento or themselves because of unauthorized use of such articles.

6.) EXCISE TAX: The City of Sacramento, as a government agency, is exempt from the payment of Federal Excise Tax. An exemption certificate will be issued upon request. If federal excise tax is applicable to the transaction, it must be so stated and excluded from the price.

7.) SALES AND USE TAX: The City is not exempt from paying sales tax. Sales tax must be shown on the invoice as a separate line item. On out-of-state purchases, the Contractor shall list their Use Tax Permit Number issued by the California State Board of Equalization which authorizes the Contractor to charge and collect California Sales Tax. The Purchase Order ("PO") will include sales tax, if applicable to the purchase, regardless of whether an out-of-state collects California State sales tax or not. The City shall pay Use Tax directly to the Board of Equalization if the out-of-state Contractor is not required to collect California Sales Tax.

8.) BUSINESS OPERATIONS TAX CERTIFICATE (BOTC): The Sacramento City Code requires any person or firm conducting business within or with the City of Sacramento to pay a Business Operations Tax and have a current Business Operations Tax Certificate issued by the City Revenue division.

9.) LICENSES AND PERMITS: The Contractor represents and warrants that the Contractor has all licenses, permits, qualifications, and approvals of whatsoever nature that are legally required for the Contractor to furnish supplies and/or services under the Contract. Without limiting the generality of the foregoing, if the Contractor is an out-of-state corporation, the Contractor represents and warrants that it possesses a valid certificate to transact business in the State of California issued by the California Secretary of State pursuant to Section 2105 of the California Corporations Code.

10.) GLOBALLY HARMONIZED SYSTEM OF CLASSIFICATION AND LABELING CHEMICALS: It is mandatory for a manufacturer, supplier, or distributor, to supply a SDS (Safety Data Sheet) with the first shipment of hazardous material to each City location receiving the material. Also, when the content of a SDS is revised, the Contractor is required to provide a revised SDS to each City location receiving the material.

11.) CONTRACTOR COUNTEROFFERS AND DIFFERENT TERMS AND CONDITIONS: The City's subsequent performance shall not be

construed as either acceptance of additional and/or different Terms and Conditions or a counteroffer by the Contractor, nor shall the City's subsequent performance be viewed as acceptance of any provision of the Uniform Commercial Code, as adopted by any State, that is contrary to the Terms and Conditions contained herein. All materials and/or services supplied by the Contractor shall conform to the applicable requirements of the Sacramento City Charter, Sacramento City Code, and all applicable State and Federal laws, as well as conforming to the requirements contained herein. The California Commercial Code shall apply except as otherwise provided in the Contract.

12.) INSPECTION AND ACCEPTANCE: Inspection and acceptance will be at the destination (the "Ship To:" address), unless otherwise stated. Risk of loss will be on the Contractor until the delivery and acceptance, and after any rejections, unless the loss results solely from the negligence of the City. Notwithstanding the requirements for any City inspection and test contained in specifications applicable to this Contract, except where specialized inspections or tests are specified for performance solely by the City, the Contractor shall perform or have performed the inspections or tests required to substantiate that the supplies and services provided under the Contract conform to the drawings, specifications, and other Contract requirements, including, if applicable, the technical requirements for the manufacturer's part number(s) specified herein. The cost of storing rejected material and the cost for shipping rejected material back to the origin point shall be borne by the Contractor.

13.) VARIATIONS IN QUANTITY: No variation in the quantity of any item called for by this Contract will be accepted unless such variation has been caused by conditions of loading, packing, shipping, or allowances in manufacturing processes, and then only to the extent, if any, specified elsewhere in this Contract.

14.) DEFAULT BY CONTRACTOR: In case of default by the Contractor, the City of Sacramento reserves the right to procure the articles or services from other sources and may deduct from any monies due, or that may thereafter become due to the Contractor, the difference between the price named in this Contract and actual cost thereof to the City of Sacramento. Prices paid by the City shall be considered the prevailing market price at the time such purchase is made.

15.) PAYMENT TERMS: Payment terms are Net 30 days unless otherwise indicated and accepted by the City. All cash discounts shall be taken and computed from the date of delivery or completion and acceptance of the material, or from the date of receipt of the invoice, whichever is latest.

16.) INVOICING: Invoice shall be submitted to the "Bill To:" address specified in the PO. The invoice shall contain the following information: PO number, unique invoice number, description of supplies or services, item numbers, sizes, quantities, unit prices, and extended totals. Bill of lading number and weight of the shipment will be shown for shipments on Government Bills of Lading. Unless otherwise specified, payment will be made on partial deliveries accepted by the City when the City determines, in its sole discretion, that the amount due on such partial deliveries so warrants. Requests for payment status should be addressed to the City department as indicated in the "Bill To:" address.

17.) COMMERCIAL WARRANTY: The Contractor agrees that the supplies and/or services furnished under this Contract shall be covered by the most favorable commercial warranties the Contractor gives to any customer for such supplies and/or services and that the rights and remedies provided herein are in addition to and do not limit any rights afforded to the City at law or equity or by any other clause of this Contract.

18.) SEVERABILITY: If any portion of this Contract or the application thereof to any person or circumstance shall be held invalid or unenforceable, the remainder of the Contract shall not be affected thereby and shall be enforced to the greatest extent permitted by the law.

19.) BINDING EFFECT / ASSIGNMENT OF CLAIMS: This Contract shall be binding on the heirs, executors, administrators, successors, and assigns of the parties. Claims for monies due or to become due under this Contract shall be assigned only with prior written consent of the City Manager or his/her designated representative.

20.) GOVERNING LAW: This Contract shall be governed, construed and enforced in accordance with the laws of the State of California. Venue of any litigation arising out of or connected with this Contract shall lie exclusively in the state trial court or Federal District Court located in Sacramento County in the State of California, and the parties consent to jurisdiction over the persons and over the subject matter of any such litigation in such courts, and consent to service of process issued by such courts.

III.) General Contract Conditions

1. **Independent Contractor.**
 - A. It is understood and agreed that CONTRACTOR (including CONTRACTOR's employees) is an independent contractor and that no relationship of employer-employee exists between the parties hereto for any purpose whatsoever. Neither CONTRACTOR nor CONTRACTOR's assigned personnel shall be entitled to any benefits payable to employees of CITY. CITY is not required to make any deductions or withholdings from the compensation payable to CONTRACTOR under the provisions of this Agreement, and CONTRACTOR shall be issued a Form 1099 for its services hereunder. As an independent contractor, CONTRACTOR hereby agrees to indemnify and hold CITY harmless from any and all claims that may be made against CITY based upon any contention by any of CONTRACTOR's employees or by any third party, including but not limited to any state or federal agency, that an employer-employee relationship or a substitute thereof exists for any purpose whatsoever by reason of this Agreement or by reason of the nature and/or performance of any Services under this Agreement. (As used in this Exhibit D, the term "Services" shall include both Services and Additional Services as such terms are defined elsewhere in this Agreement.)
 - B. It is further understood and agreed by the parties hereto that CONTRACTOR, in the performance of its obligations herein, is subject to the control and direction of CITY as to the designation of tasks to be performed and the results to be accomplished under this Agreement, but not as to the means, methods, or sequence used by CONTRACTOR for accomplishing such results. To the extent that CONTRACTOR obtains permission to, and does, use CITY facilities, space, equipment or support services in the performance of this Agreement, this use shall be at the CONTRACTOR's sole discretion based on the CONTRACTOR's determination that such use will promote CONTRACTOR's efficiency and effectiveness. Except as may be specifically provided elsewhere in this Agreement, the CITY does not require that CONTRACTOR use CITY facilities, equipment or support services or work in CITY locations in the performance of this Agreement.
 - C. If, in the performance of this Agreement, any third persons are employed by CONTRACTOR, such persons shall be entirely and exclusively under the direction, supervision, and control of CONTRACTOR. Except as may be specifically provided elsewhere in this Agreement, all terms of employment, including hours, wages, working conditions, discipline, hiring, and discharging, or any other terms of employment or requirements of law, shall be determined by CONTRACTOR. It is further understood and agreed that CONTRACTOR shall issue W-2 or 1099 Forms for income and employment tax purposes, for all of CONTRACTOR's assigned personnel and subcontractors.
 - D. The provisions of this Section 1 shall survive any expiration or termination of this Agreement. Nothing in this Agreement shall be construed to create an exclusive relationship between CITY and CONTRACTOR. CONTRACTOR may represent, perform services for, or be employed by such additional persons or companies as CONTRACTOR sees fit provided that CONTRACTOR does not violate the provisions of Section 5, below.
2. **Licenses; Permits, Etc.** CONTRACTOR represents and warrants that CONTRACTOR has all licenses, permits, City Business Operations Tax Certificate, qualifications, and approvals of whatsoever nature that are legally required for CONTRACTOR to practice its profession or provide any services under the Agreement. CONTRACTOR represents and warrants that CONTRACTOR shall, at its sole cost and expense, keep in effect or obtain at all times during the term of this Agreement any licenses, permits, and approvals that are legally required for CONTRACTOR to practice its profession or provide such Services. Without limiting the generality of the foregoing, if CONTRACTOR is an out-of-state corporation, CONTRACTOR warrants and represents that it possesses a valid certificate of qualification to transact business in the State of California issued by the California Secretary of State pursuant to Section 2105 of the California Corporations Code.
3. **Time.** CONTRACTOR shall devote such time and effort to the performance of Services pursuant to this Agreement as is necessary for the satisfactory and timely performance of CONTRACTOR's obligations under this Agreement. Neither party shall be considered in default of this Agreement, to the extent that party's performance is prevented or delayed by any cause, present or future, that is beyond the reasonable control of that party.
4. **CONTRACTOR Not Agent.** Except as CITY may specify in writing, CONTRACTOR and CONTRACTOR's personnel shall have no authority, express or implied, to act on behalf of CITY in any capacity whatsoever as an agent. CONTRACTOR and CONTRACTOR's personnel shall have no authority, express or implied, to bind CITY to any obligations whatsoever.
5. **Conflicts of Interest.** CONTRACTOR covenants that neither it, nor any officer or principal of its firm, has or shall acquire any interest, directly or indirectly, that would conflict in any manner with the interests of CITY or that would in any way hinder CONTRACTOR's performance of Services under this Agreement. CONTRACTOR further covenants that in the performance of this Agreement, no person having any such interest shall be employed by it as an officer, employee, agent or subcontractor, without the written consent of CITY. CONTRACTOR agrees to avoid conflicts of interest or the appearance of any conflicts of interest with the interests of CITY at all times during the performance of this Agreement. If CONTRACTOR is or employs a former officer or employee of the CITY, CONTRACTOR and any such employee(s) shall comply with the provisions of Sacramento City Code Section 2.16.090 pertaining to appearances before the City Council or any CITY department, board,

III.) General Contract Conditions

commission or committee.

6. **Confidentiality of CITY Information.** During performance of this Agreement, CONTRACTOR may gain access to and use CITY information regarding inventions, machinery, products, prices, apparatus, costs, discounts, future plans, business affairs, governmental affairs, processes, trade secrets, technical matters, systems, facilities, customer lists, product design, copyright, data, and other vital information (hereafter collectively referred to as "City Information") that are valuable, special and unique assets of the CITY. CONTRACTOR agrees to protect all City Information and treat it as strictly confidential, and further agrees that CONTRACTOR shall not at any time, either directly or indirectly, divulge, disclose or communicate in any manner any City Information to any third party without the prior written consent of CITY. In addition, CONTRACTOR shall comply with all CITY policies governing the use of the CITY network and technology systems, as set forth in applicable provisions of the City of Sacramento Administrative Policy Instructions # 30. A violation by CONTRACTOR of this section shall be a material violation of this Agreement and shall justify legal and/or equitable relief.
7. **CONTRACTOR Information.**
 - A. CITY shall have full ownership and control, including ownership of any copyrights, of all information prepared, produced, or provided by CONTRACTOR pursuant to this Agreement. In this Agreement, the term "information" shall be construed to mean and include: any and all work product, submittals, reports, plans, specifications, and other deliverables consisting of documents, writings, handwritings, typewriting, printing, photostating, photographing, computer models, and any other computerized data and every other means of recording any form of information, communications, or representation, including letters, works, pictures, drawings, sounds, or symbols, or any combination thereof. CONTRACTOR shall not be responsible for any unauthorized modification or use of such information for other than its intended purpose by CITY.
 - B. CONTRACTOR shall fully defend, indemnify and hold harmless CITY, its officers and employees, and each and every one of them, from and against any and all claims, actions, lawsuits or other proceedings alleging that all or any part of the information prepared, produced, or provided by CONTRACTOR pursuant to this Agreement infringes upon any third party's trademark, trade name, copyright, patent or other intellectual property rights. CITY shall make reasonable efforts to notify CONTRACTOR not later than ten (10) days after CITY is served with any such claim, action, lawsuit or other proceeding, provided that CITY's failure to provide such notice within such time period shall not relieve CONTRACTOR of its obligations hereunder, which shall survive any termination or expiration of this Agreement.
 - C. All proprietary and other information received from CONTRACTOR by CITY, whether received in connection with CONTRACTOR's proposal to CITY or in connection with any Services performed by CONTRACTOR, will be disclosed upon receipt of a request for disclosure, pursuant to the California Public Records Act; provided, however, that, if any information is set apart and clearly marked "trade secret" when it is provided to CITY, CITY shall give notice to CONTRACTOR of any request for the disclosure of such information. The CONTRACTOR shall then have five (5) days from the date it receives such notice to enter into an agreement with the CITY, satisfactory to the City Attorney, providing for the defense of, and complete indemnification and reimbursement for all costs (including plaintiff's attorney fees) incurred by CITY in any legal action to compel the disclosure of such information under the California Public Records Act. The CONTRACTOR shall have sole responsibility for defense of the actual "trade secret" designation of such information.
 - D. The parties understand and agree that any failure by CONTRACTOR to respond to the notice provided by CITY and/or to enter into an agreement with CITY, in accordance with the provisions of subsection C, above, shall constitute a complete waiver by CONTRACTOR of any rights regarding the information designated "trade secret" by CONTRACTOR, and such information shall be disclosed by CITY pursuant to applicable procedures required by the Public Records Act.
8. **Standard of Performance.** CONTRACTOR shall perform all Services required pursuant to this Agreement in the manner and according to the standards currently observed by a competent practitioner of CONTRACTOR's profession in California. All products of whatsoever nature that CONTRACTOR delivers to CITY pursuant to this Agreement shall be prepared in a professional manner and conform to the standards of quality normally observed by a person currently practicing in CONTRACTOR's profession, and shall be provided in accordance with any schedule of performance specified in Exhibit A. CONTRACTOR shall assign only competent personnel to perform Services pursuant to this Agreement. CONTRACTOR shall notify CITY in writing of any changes in CONTRACTOR's staff assigned to perform the Services required under this Agreement, prior to any such performance. In the event that CITY, at any time during the term of this Agreement, desires the removal of any person assigned by CONTRACTOR to perform Services pursuant to this Agreement, because CITY, in its sole discretion, determines that such person is not performing in accordance with the standards required herein, CONTRACTOR shall remove such person immediately upon receiving notice from CITY of the desire of CITY for the removal of such person.
9. **Term; Suspension; Termination.**
 - A. This Agreement shall become effective on the date that it is approved by both parties and shall continue in effect until

III.) General Contract Conditions

both parties have fully performed their respective obligations under this Agreement, unless sooner terminated as provided herein.

- B. CITY shall have the right at any time to temporarily suspend CONTRACTOR's performance hereunder, in whole or in part, by giving a written notice of suspension to CONTRACTOR. If CITY gives such notice of suspension, CONTRACTOR shall immediately suspend its activities under this Agreement, as specified in such notice.
- C. CITY shall have the right to terminate this Agreement at any time by giving a written notice of termination to CONTRACTOR. If CITY gives such notice of termination, CONTRACTOR shall immediately cease rendering Services pursuant to this Agreement. If CITY terminates this Agreement:
 - (1) CONTRACTOR shall, not later than five days after such notice of termination, deliver to CITY copies of all information prepared pursuant to this Agreement.
 - (2) CITY shall pay CONTRACTOR the reasonable value of Services rendered by CONTRACTOR prior to termination; provided, however, CITY shall not in any manner be liable for lost profits that might have been made by CONTRACTOR had the Agreement not been terminated or had CONTRACTOR completed the Services required by this Agreement. In this regard, CONTRACTOR shall furnish to CITY such financial information as in the judgment of the CITY is necessary for CITY to determine the reasonable value of the Services rendered by CONTRACTOR. The foregoing is cumulative and does not affect any right or remedy that CITY may have in law or equity.

10. Indemnity.

- A. Indemnity: CONTRACTOR shall defend, hold harmless and indemnify CITY, its officers and employees, and each and every one of them, from and against any and all actions, damages, costs, liabilities, claims, demands, losses, judgments, penalties, costs and expenses of every type and description, including, but not limited to, any fees and/or costs reasonably incurred by CITY's staff attorneys or outside attorneys and any fees and expenses incurred in enforcing this provision (hereafter collectively referred to as "Liabilities"), including but not limited to Liabilities arising from personal injury or death, damage to personal, real or intellectual property or the environment, contractual or other economic damages, or regulatory penalties, arising out of or in any way connected with performance of or failure to perform this Agreement by CONTRACTOR, any subcontractor or agent, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, whether or not (i) such Liabilities are caused in part by a party indemnified hereunder or (ii) such Liabilities are litigated, settled or reduced to judgment; provided that the foregoing indemnity does not apply to liability for any damage or expense for death or bodily injury to persons or damage to property to the extent arising from the sole negligence or willful misconduct of CITY, its agents, servants, or independent contractors who are directly responsible to CITY, except when such agents, servants, or independent contractors are under the direct supervision and control of CONTRACTOR.
- B. Insurance Policies; Intellectual Property Claims: The existence or acceptance by CITY of any of the insurance policies or coverages described in this Agreement shall not affect or limit any of CITY's rights under this Section 10, nor shall the limits of such insurance limit the liability of CONTRACTOR hereunder. This Section 10 shall not apply to any intellectual property claims, actions, lawsuits or other proceedings subject to the provisions of Section 7.B., above. The provisions of this Section 10 shall survive any expiration or termination of this Agreement.

11. Funding Availability.

- A. The Contract is subject to the budget and fiscal provisions of the Charter and City Code of the City of Sacramento.
- B. The City's payment obligation under the Contract shall not at any time exceed the amount of funds appropriated and approved for such purpose by the Sacramento City Council.
- C. The Contract shall terminate without penalty at the end of the City's fiscal year in the event funds to make payment under the Contract are not appropriated and approved for such purpose by the City Council for the succeeding fiscal year. If such funds are appropriated for only a portion of the fiscal year this Contract shall terminate, without penalty, at the end of the term for which funds have been appropriated. In the event of such termination, the Contractor shall not be entitled to recover any costs incurred after termination.
- D. Notwithstanding any provision of the Contract Documents to the contrary, this section shall govern over any other provision of the Contract.

12. Equal Employment Opportunity. During the performance of this Agreement, CONTRACTOR, for itself, its assignees and successors in interest, agrees as follows:

- A. Compliance With Regulations: CONTRACTOR shall comply with the Executive Order 11246 entitled "Equal

III.) General Contract Conditions

Opportunity in Federal Employment", as amended by Executive Order 11375, 12086, and 13672, and as supplemented in Department of Labor regulations (41 CFR Chapter 60), hereinafter collectively referred to as the "Regulations".

- B. **Nondiscrimination:** CONTRACTOR, with regards to the work performed by it after award and prior to completion of the work pursuant to this Agreement, shall not discriminate on the ground of race, color, religion, sex, national origin, age, marital status, physical handicap or sexual orientation in selection and retention of subcontractors, including procurement of materials and leases of equipment. CONTRACTOR shall not participate either directly or indirectly in discrimination prohibited by the Regulations.
- C. **Solicitations for Subcontractors, Including Procurement of Materials and Equipment:** In all solicitations either by competitive bidding or negotiations made by CONTRACTOR for work to be performed under any subcontract, including all procurement of materials or equipment, each potential subcontractor or supplier shall be notified by CONTRACTOR of CONTRACTOR's obligation under this Agreement and the Regulations relative to nondiscrimination on the ground of race, color, religion, sex, national origin, age, marital status, physical handicap or sexual orientation.
- D. **Information and Reports:** CONTRACTOR shall provide all information and reports required by the Regulations, or by any orders or instructions issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information and its facilities as may be determined by the CITY to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of CONTRACTOR is in the exclusive possession of another who fails or refuses to furnish this information, CONTRACTOR shall so certify to the CITY, and shall set forth what efforts it has made to obtain the information.
- E. **Sanctions for Noncompliance:** In the event of noncompliance by CONTRACTOR with the nondiscrimination provisions of this Agreement, the CITY shall impose such sanctions as it may determine to be appropriate including, but not limited to:
- (1) Withholding of payments to CONTRACTOR under this Agreement until CONTRACTOR complies;
 - (2) Cancellation, termination, or suspension of the Agreement, in whole or in part.
- F. **Incorporation of Provisions:** CONTRACTOR shall include the provisions of subsections A through E, above, in every subcontract, including procurement of materials and leases of equipment, unless exempted by the Regulations, or by any order or instructions issued pursuant thereto. CONTRACTOR shall take such action with respect to any subcontract or procurement as the CITY may direct as a means of enforcing such provisions including sanctions for noncompliance; provided, however, that in the event CONTRACTOR becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, CONTRACTOR may request CITY to enter such litigation to protect the interests of CITY.
13. **Severability.** If any portion of this Agreement or the application thereof to any person or circumstance shall be held invalid or unenforceable, the remainder of this Agreement shall not be affected thereby and shall be enforced to the greatest extent permitted by law.
14. **Waiver.** Neither CITY acceptance of, or payment for, any Service or Additional Service performed by CONTRACTOR, nor any waiver by either party of any default, breach or condition precedent, shall be construed as a waiver of any provision of this Agreement, nor as a waiver of any other default, breach or condition precedent or any other right hereunder.
15. **Enforcement of Agreement.** This Agreement shall be governed, construed and enforced in accordance with the laws of the State of California. Venue of any litigation arising out of or connected with this Agreement shall lie exclusively in the state trial court or Federal District Court located in Sacramento County in the State of California, and the parties consent to jurisdiction over their persons and over the subject matter of any such litigation in such courts, and consent to service of process issued by such courts.
16. **Assignment Prohibited.** The expertise and experience of CONTRACTOR are material considerations for this Agreement. CITY has a strong interest in the qualifications and capability of the persons and entities who will fulfill the obligations imposed on CONTRACTOR under this Agreement. In recognition of this interest, CONTRACTOR shall not assign any right or obligation pursuant to this Agreement without the written consent of the CITY. Any attempted or purported assignment without CITY's written consent shall be void and of no effect.
17. **Binding Effect.** This Agreement shall be binding on the heirs, executors, administrators, successors and assigns of the parties, subject to the provisions of Section 11, above.
18. **Compliance with Laws.** The Contractor shall be responsible for strict compliance with all applicable laws, regulations, court orders and other legal requirements applicable to the work to be accomplished pursuant to the Contract, including without

III.) General Contract Conditions

limitation the California Occupational Safety and Health Act and all applicable safety orders issued by the Division of Occupational Safety and Health, Department of Industrial Relations, State of California, and all applicable requirements of Underwriters Laboratories and the Federal Communication Commission.

19. **Entire Agreement.** The Contract Documents contain the entire agreement between the parties and supersedes whatever oral or written understanding they may have had prior to the execution of this Contract. No alteration to the terms of this Contract shall be valid unless approved in writing by Contractor, and by City, in accordance with applicable provisions of the Sacramento City Code. In the event of any conflict among the provisions of different Contract Documents, the conflict shall be resolved by giving precedence to the Contract Documents in the following order:
- A. Post-Award Amendments.
 - B. Pricing Schedule(s), as corrected by City, if applicable.
 - C. Pre-Award Addenda
 - D. Q&A responses, if applicable
 - E. Special Provisions.
 - F. Bid Instructions and Requirements
 - G. General Conditions
 - H. Technical Specifications and/or Plans

IV.) Local Ordinances and Programs

The City Council may by resolution, from time to time, adopt programs or procedures for providing bid price preferences, including, but not limited to, preferences to promote the participation and utilization of local business enterprises, energy conservation and sustainability in the City's Contracting for supplies and nonprofessional services. The lowest responsible shall be the responsible bidder whose bid price is the lowest after all bid price are calculated to include any such preferences. The calculation of such preferences shall be in addition to any deduction of sales or use tax required in subsection 3, below.

1.) EQUAL BENEFITS ORDINANCE ("EBO") REQUIREMENTS

INTRODUCTION

The Sacramento Non-Discrimination In Employee Benefits Code (the "Ordinance"), codified as Sacramento City Code Chapter 3.54, prohibits City Contractors from discriminating in the provision of employee benefits between employees with spouses and employees with domestic partners, and between the spouses and domestic partners of employees.

APPLICATION

The provisions of the Ordinance apply to any Contract or Agreement (as defined below), between a Contractor and the City of Sacramento, in an amount exceeding \$100,000.00. The Ordinance applies to that portion of a Contractor's operations that occur: (i) within the City of Sacramento; (ii) on real property outside the City of Sacramento if the property is owned by the City or if the City has a right to occupy the property; or (iii) at any location where a significant amount of work related to a City Contract is being performed.

The Ordinance does not apply: to subContractors or subContracts of any Contractor or Contractors; to transactions entered into pursuant to cooperative purchasing agreements approved by the Sacramento City Council; to legal Contracts of other governmental jurisdictions or public agencies without separate competitive bidding by the City; where the requirements of the ordinance will violate or are inconsistent with the terms or conditions of a grant, subvention or agreement with a public agency or the instructions of an authorized representative of any such agency with respect to any such grant, subvention or agreement; to permits for excavation or street construction; or to agreements for the use of City right-of-way where a Contracting utility has the power of eminent domain.

DEFINITIONS

As set forth in the Ordinance, the following definitions apply:

"Contract" means an agreement for public works or improvements to be performed, or for goods or services to be purchased or grants to be provided, at the expense of the City or to be paid out of moneys deposited in the treasury or out of the trust money under the control or collected by the City. "Contract" also means a written agreement for the exclusive use ("exclusive use" means the right to use or occupy real property to the exclusion of others, other than the right reserved by the fee owner) or occupancy of real property for a term exceeding 29 days in any calendar year, whether by singular or cumulative instrument, (i) for the operation or use by others of real property owned or controlled by the City for the operation of a business, social, or other establishment or organization, including leases, concessions, franchises and easements, or (ii) for the City's use or occupancy of real property owned by others, including leases, concessions, franchises and easements.

"Contract" shall not include: a revocable at-will use or encroachment permit for the use of or encroachment on City property regardless of the ultimate duration of such permit; excavation, street construction or street use permits; agreements for the use of City right-of-way where a Contracting utility has the power of eminent domain; or agreements governing the use of City property that constitute a public forum for activities that are primarily for the purpose of

IV.) Local Ordinances and Programs

espousing or advocating causes or ideas and that are generally protected by the First Amendment to the United States Constitution or that are primarily recreational in nature.

"Contractor" means any person or persons, firm partnership or corporation, company, or combination thereof, that enters into a Contract with the City. "Contractor" does not include a public entity.

"Domestic Partner" means any person who has a currently registered domestic partnership with a governmental entity pursuant to state or local law authorizing the registration.

"Employee Benefits" means bereavement leave; disability, life, and other types of insurance; family medical leave; health benefits; membership or membership discounts; moving expenses; pension and retirement benefits; vacation; travel benefits; and any other benefit given to employees. "Employee benefits" shall not include benefits to the extent that the application of the requirements of this chapter to such benefits may be preempted by federal or state law.

CONTRACTOR'S OBLIGATION TO PROVIDE THE CITY WITH DOCUMENTATION AND INFORMATION

Contractor shall provide the City with documentation and information verifying its compliance with the requirements of the Ordinance within ten (10) days of receipt of a request from the City. Contractors shall keep accurate payroll records, showing, for each City Contract, the employee's name, address, Social Security number, work classification, straight time pay rate, overtime pay rate, overtime hours worked, status and exemptions, and benefits for each day and pay period that the employee works on the City Contract. Each request for payroll records shall be accompanied by an affidavit to be completed and returned by the Contractor, as stated, attesting that the information contained in the payroll records is true and correct, and that the Contractor has complied with the requirements of the Ordinance. A violation of the Ordinance or noncompliance with the requirements of the Ordinance shall constitute a breach of Contract.

EMPLOYER COMPLIANCE CERTIFICATE AND NOTICE REQUIREMENTS

(a) All Contractors seeking a Contract subject to the Ordinance shall submit a completed Declaration of Compliance Form, signed by an authorized representative, with each proposal, bid or application. The Declaration of Compliance shall be made a part of the executed Contract, and will be made available for public inspection and copying during regular business hours.

(b) The Contractor shall give each existing employee working on a City Contract, and (at the time of hire), each new employee, a copy of the notification provided as Attachment "A."

(c) Contractor shall post, in a place visible to all employees, a copy of the notice provided as Attachment "B."

IV.) Local Ordinances and Programs

ATTACHMENT A



YOUR RIGHTS UNDER THE CITY OF SACRAMENTO'S NON-DISCRIMINATION IN EMPLOYEE BENEFITS CODE

On (date), your employer (the "Employer") entered into a Contract with the City of Sacramento (the "City") for (Contract details), and as a condition of that Contract, agreed to abide by the requirements of the City's Non-Discrimination In Employee Benefits Code (Sacramento City Code Section 3.54).

The Ordinance does not require the Employer to provide employee benefits. The Ordinance does require that if certain employee benefits are provided by the Employer, that those benefits be provided without discrimination between employees with spouses and employees with domestic partners, and without discrimination between the spouse or domestic partner of employees.

The Ordinance covers any employee working on the specific Contract referenced above, but only for the period of time while those employees are actually working on this specific Contract.

The included employee benefits are:

- Bereavement leave
- Disability, life and other types of insurance
- Family medical leave
- Health benefits
- Membership or membership discounts
- Moving expenses
- Pension and retirement benefits
- Vacation
- Travel benefits
- Any other benefits given to employees

(Employee Benefits does not include benefits that may be preempted by federal or state law.)

If you feel you have been discriminated or retaliated against by your employer in the terms and conditions of your application for employment, or in your employment, or in the application of these employee benefits, because of your status as an applicant or as an employee protected by the Ordinance, or because you reported a violation of the Ordinance, and after having exhausted all remedies with your employer,

You May . . .

- Submit a written complaint to the City of Sacramento, Procurement Services Division, containing the details of the alleged violation. The address is:

City of Sacramento
Procurement Services Division
915 I Street, Second Floor
Sacramento, CA 95814
- Bring an action in the appropriate division of the Superior Court of the State of California against the Employer and obtain the following remedies:
 - Reinstatement, injunctive relief, compensatory damages and punitive damages
 - Reasonable attorney's fees and costs

IV.) Local Ordinances and Programs

ATTACHMENT B



YOUR RIGHTS UNDER THE CITY OF SACRAMENTO'S NON-DISCRIMINATION IN EMPLOYEE BENEFITS BY CITY CONTRACTORS ORDINANCE

If your employer provides employee benefits, they must be provided to those employees working on a City of Sacramento Contract without discriminating between employees with spouses and employees with domestic partners.

The included employee benefits are:

- Bereavement leave
- Disability, life and other types of insurance
- Family medical leave
- Health benefits
- Membership or membership discounts
- Moving expenses
- Pension and retirement benefits
- Vacation
- Travel benefits
- Any other benefits given to employees

If you feel you have been discriminated against by your employer . . .

You May . . .

- Submit a written complaint to the City of Sacramento, Procurement Services Division, containing the details of the alleged violation. The address is:

City of Sacramento
Procurement Services Division
915 I Street, Second Floor
Sacramento, CA 95814
- Bring an action in the appropriate division of the Superior Court of the State of California against the employer and obtain reinstatement, injunctive relief, compensatory damages, punitive damages and reasonable attorney's fees and costs.

Discrimination and Retaliation Prohibited.

If you feel you have been discriminated or retaliated against by your employer in the terms and conditions of your application for employment, or in your employment, because of your status as an applicant or as an employee protected by the Ordinance, or because you reported a violation of this Ordinance . . .

You May Also . . .

Submit a written complaint to the City of Sacramento, Procurement Services Division, at the same address, containing the details of the alleged violation.

IV.) Local Ordinances and Programs

2.) LOCAL BUSINESS SALES/USE TAX DEDUCTION

The Sacramento City Code requires the City to identify those bids that are subject to the City's local sales or use tax under the provisions of Part 1.5 of Division 2 of the California Revenue and Taxation Code and Chapter 3.24 of the Sacramento City Code. The lowest responsible bidder shall be determined after the amount of local sales or use tax that would be received by the City is deducted from such bids. The current rate at which such local sales or use tax is received by the City is one percent (1%). **Therefore, in evaluating bids to determine the lowest responsible bidder, bids that are subject to this tax at the time of bid opening shall have an amount equal to one percent (1%) of the taxable total deducted from the bids.** This deduction shall be in addition to the application of any bid price preferences or other deductions authorized by the City Code. Such deductions shall be made for bid evaluation purposes only. Contract awards shall be made at the actual bid amount.

3.) SUSTAINABLE PURCHASING POLICY ("SPP")

The City has adopted a "Sustainable Procurement Policy" (SPP) and program. The goal is to encourage the procurement of products and services that help minimize environmental impact resulting from use and disposal of these products. Contractors are encouraged to offer Energy Star, Green Seal, UL EcoLogo, or products that meet FEMP (Federal Energy Management Program) standards for energy consumption. City also encourages Contractors to offer products that are produced with recycled materials, where appropriate, unless otherwise requested in this IFB. Contractors will offer products that have minimal virgin materials and maximum use of recycled products. Contractor must work with the City to attain these goals.

Notwithstanding the above, the Contractor agrees to supply the City of Sacramento with environmentally preferable and effective products in compliance with the specifications in this solicitation and provide services that help minimize environmental impact resulting from use and disposal of products specified in this bid.

The Contractor further agrees that its products specified in this bid do not contain any items, ingredients or components prohibited under the City's SPP Policy.

Council Resolution No. 2000-551 authorizes the use of incremental bid evaluation preferences up to a total not to exceed five percent (5%) of the total bid amount when evaluating the cost of products or services that represent the efforts to recycle and re-use sustainable and environmentally preferred products described in this policy. However, such bid preferences shall not exceed a total value of \$50,000.00 on any single bid procurement bid preference.

The City may terminate this Contract or take other appropriate actions if the Contractor fails to comply or provide adequate supporting documentation to substantiate compliance with the City's SP Policy and requirements specified in the bid.

The City's SPP Policy is available on line at:

<http://portal.cityofsacramento.org/Finance/Procurement/Sustainability-Options>

Or by contacting the Procurement Services Division at (916) 808-6240

V.) Insurance Requirements

During the entire term of this Contract, CONTRACTOR shall maintain the insurance coverage described in this section. ***The sole exception is for delivery of supplies via a common carrier.***

Full compensation for all premiums that CONTRACTOR is required to pay for the insurance coverage described herein shall be included in the compensation specified for the Services provided by CONTRACTOR under this Contract. No additional compensation will be provided for CONTRACTOR's insurance premiums. Any available insurance proceeds in excess of the specified minimum limits and coverages shall be available to the CITY.

It is understood and agreed by the CONTRACTOR that its liability to the CITY shall not in any way be limited to or affected by the amount of insurance coverage required or carried by the CONTRACTOR in connection with this Contract.

a.) **Minimum Scope & Limits of Insurance Coverage**

- (1) Commercial General Liability Insurance, providing coverage at least as broad as ISO CGL Form 00 01 on an occurrence basis for bodily injury, including death, of one or more persons, property damage, and personal injury, arising out of activities performed by or on behalf of the CONTRACTOR, its sub-consultants, and subContractors, products and completed operations of CONTRACTOR, it's sub-consultants, and subContractors, and premises owned, leased, or used by CONTRACTOR, it's sub-consultants, and subContractors, with limits of not less than one million dollars (\$1,000,000) per occurrence. The policy shall provide Contractual liability and products and completed operations coverage for the term of the policy.
- (2) Automobile Liability Insurance providing coverage at least as broad as ISO Form CA 00 01 for bodily injury, including death, of one or more persons, property damage and personal injury, with limits of not less than one million dollars (\$1,000,000) per occurrence. The policy shall provide coverage for owned, non-owned and/or hired autos as appropriate to the operations of the CONTRACTOR.
- (3) Workers' Compensation Insurance with statutory limits, and Employers' Liability Insurance with limits of not less than one million dollars (\$1,000,000). The Worker's Compensation policy shall include a waiver of subrogation in favor of the CITY. *If no work or services will be performed on or at CITY facilities or CITY Property, The CITY Representative may waive this requirement.*

b.) **Additional Insured Coverage**

- (1) Commercial General Liability Insurance: The CITY, its officials, employees and volunteers shall be covered by policy terms or endorsement as additional insureds as respects general liability arising out of: activities performed by or on behalf of CONTRACTOR, its sub-consultants, and subContractors; products and completed operations of CONTRACTOR, its sub-consultants, and subContractors; and premises owned, leased, or used by CONTRACTOR, its sub-consultants, and sub-Contractors.
- (2) Automobile Liability Insurance: The CITY, its officials, employees and volunteers shall be covered by policy terms or endorsement as additional insureds as respects auto liability.

V.) Insurance Requirements

c.) Other Insurance Provisions

The policies are to contain, or be endorsed to contain, the following provisions:

- (1) CONTRACTOR's insurance coverage, including excess insurance, shall be primary insurance as respects CITY, its officials, employees and volunteers. Any insurance or self-insurance maintained by CITY, its officials, employees or volunteers shall be in excess of CONTRACTOR's insurance and shall not contribute with it.
- (2) Any failure to comply with reporting provisions of the policies shall not affect coverage provided to CITY, its officials, employees or volunteers.
- (3) Coverage shall state that CONTRACTOR's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
- (4) CITY will be provided with thirty (30) days written notice of cancellation or material change in the policy language or terms.

d.) Acceptability of Insurance

Insurance shall be placed with insurers with a Bests' rating of not less than A:VI. Self-insured retentions, policy terms or other variations that do not comply with the requirements of this Section IV Insurance Requirements must be declared to and approved by the CITY in writing prior to execution of this Contract.

e.) Verification of Coverage

- (1) CONTRACTOR shall furnish CITY with certificates and required endorsements evidencing the insurance required. The certificates and endorsements shall be forwarded to the CITY representative named in the bid instructions. Copies of policies shall be delivered to the CITY on demand. Certificates of insurance shall be signed by an authorized representative of the insurance carrier.
- (2) For all insurance policy renewals during the term of this Contract, CONTRACTOR shall send insurance certificates reflecting the policy renewals directly to:

**City of Sacramento
c/o Exigis LLC
PO Box 4668 ECM- #35050
New York, NY 10168-4668**

Insurance certificates may also be faxed to (888) 355-3599,
or emailed to: certificates-sacramento@riskworks.com

- (3) The CITY may withdraw its offer of Contract or cancel this Contract if the certificates of insurance and endorsements required have not been provided prior to execution of this Contract. The CITY may withhold payments to CONTRACTOR and/or cancel the Contract if the insurance is canceled or CONTRACTOR otherwise ceases to be insured as required herein.

f.) SubContractors

CONTRACTOR shall require and verify that all sub-consultants and subContractors maintain insurance coverage that meets the minimum scope and limits of insurance coverage specified in subsection a.), above.

VI.) Special Provisions

Award

The City reserves the right to make an award on any item, group of items or in the aggregate to that/those lowest responsible bidder(s) whose bid(s) is/are most responsive to the needs of the City. Timely delivery is important and may influence the award.

Guarantee

- a. The manufacturer and/or dealer delivering the equipment against these specifications shall guarantee that they met the minimum requirements set forth herein. If it is found that the equipment delivered does not meet the minimum requirements of this specification, the manufacturer and/or dealer will be required to correct the same at its expense. Failure of the manufacturer and/or dealer to bring the equipment into full compliance with all the requirements set forth in this specification within their 30 days of delivery shall constitute cause for rejection of the equipment. In case the equipment is rejected, it shall be removed promptly from the City's premises at the manufacturer's and/or dealer's expense.
- b. In case of default by supplier, the City reserves the right to procure the articles or services from other sources and to hold the supplier responsible for any excess costs occasioned to the City thereby.

Payment and Invoicing

Invoices, in triplicate, shall be mailed or delivered to the City of Sacramento, Department of Public Works, Fleet Management Division, 5730 24th Street, Building 1, Sacramento, CA 95822-3699.

Payment Terms

Payment terms are net 30 days unless Contractor offers a prompt payment discount. All prompt payment discounts if taken shall be computed from the date of delivery or completion and acceptance of material, or from date of receipt of invoice, whichever is latest. Invoices must be submitted as specified at the time of shipping authorization. Partial payments may be made by the City on delivery and acceptance of goods and on receipt of Contractor's invoice.

Pricing

- a. Prices are maximum for the first term of the contract. In the event of a price decline, the benefit of such lower prices shall be immediately extended to the City.
- b. The City may consider price adjustments, only after initial contract term, based **solely upon manufacturer price increase/decreases**. Successful Bidder shall provide the City a written request for any such manufacturer increases/decreases accompanied by information directly from the manufacturer. Such requests shall be addressed to Fleet Management and shall be accompanied by written verifications of said price increases issued by the manufacturer. A minimum (30) day notice period shall be required for such requests. Requests for price increases adjustments are subject to the review and approval of the City. If an increase is granted by the City, the increase in cost shall not increase greater than 3% from the prior year.
- c. All prices quoted shall exclude Federal Excise Taxes. The City of Sacramento is exempt.

VI.) Special Provisions

Quantities

The quantity specified is based upon current known requirements and is subject to increase at the same terms and conditions if mutually agreeable to both parties within one (1) year of contract award. The City reserves the right to make additional purchases in accordance with the clauses titled "Contract Period", "Prices" and "Quantities" (additional).

Cooperative Purchasing

The use of any result contract may be extended to other government agencies. It shall be understood that all terms and conditions as specified herein shall apply. The City of Sacramento will not be an agent, partner or representative of any other government agency as it relates to this specification; and is not obligated or liable, including, but not limited to, payment for an order placed by any other government agency.

Conference (Pre-Award)

The apparent lowest responsible Bidder may be required to attend a pre-award conference at a mutually acceptable time at which all requirements of these specifications will be reviewed. At that time, samples of forms, reports etc., will be submitted by the Contractor for final approval.

Drug-Free Workplace Policy

The City of Sacramento is committed to providing a safe workplace for its employees and citizens alike. An essential part of this commitment is keeping the work environment free from drugs. In 1989, to assist the achievement of this end, the City established a Drug-Free Workplace Policy.

As a contractor doing business with the City, it is expected that your firm will also implement a drug-free policy that informs your employees of the dangers and prohibition of drug abuse and that you will join with the City in maintaining a drug-free workplace.

If, in the performance of work under this contract, any employee of the Contractor exhibits unacceptable behavior that may be related to the use of drugs or alcohol, the City reserves the right to discuss the employee's behavior with the Contractor. If the unacceptable behavior persists, the City may require that the employee be removed from all work under this contract.

Contract Period

Any contract(s) resulting from this bid shall be effective for a period of (1) one year from the date of award.

Contract Extension

Upon mutual agreement of all parties and based on the original contract terms and conditions, this contract may be extended (4) four additional, (1) one-year terms. However, in no case shall the renewal extend beyond (5) five years from the date of award of the original contract.

VI.) Special Provisions

Purchase Order

- a. A Purchase Order will be issued to the Contractor on the behalf of the City organization(s) who will be ordering the items/services covered in the contract. The Purchase Order will be enclosed with the resulting contract or will be issued shortly thereafter; and will become an integral part of the resulting contract. Each Purchase Order will cite a specific dollar value to cover a particular item or specified period of time. If a contract is for a specific period of time and extends beyond the close of the City's fiscal year of June 30th, a second purchase order may be issued.
- b. The Purchase Order does not supersede any provision of the resulting contract.
- c. Performance time and dates are determined solely by the contract and any modification thereto.
- d. Delivery of material and/or services is not to begin until receipt of the Purchase Order and/or other notification by the City Procurement Services Manager.

Brand Names

Whenever in the specifications any material or process is indicated or specified by patent of proprietary name and/or by name of manufacturer, such specifications shall be deemed to be used for the purpose of facilitating descriptions of the material and/or process desired and shall be deemed to be followed by the words or "City Fleet Management approved equal."

The Contractor may offer any material or process which shall be equal in every respect to that so indicated or specified, provided however, that if the material, process or article offered by the contractor is not, in the opinion of the City of Sacramento, equal in every respect to that specified, then the contractor must furnish the material, process or article specified or one that in the opinion of the City of Sacramento is the equal thereof in every respect.

Inspection

Vehicle/unit(s) shall be inspected before acceptance by an authorized representative of the City of Sacramento for workmanship, appearance, proper functioning of all equipment and systems and conformance to all other requirements of this specification. If deficiencies are found, it shall be the responsibility of the dealer to pick up the vehicle(s)/unit(s), make the necessary corrections and redeliver the vehicle/unit(s) for re-inspection and acceptance. Payment and/or commencement of a discount period (if applicable) will not be made until corrective action has been made.

Delivery

Delivery shall be made to the City of Sacramento Corporation Yard South, 5730 - 24th Street, Sacramento, California, or other sites as required, within the County of Sacramento, serviced and ready for immediate operation. The Fleet Management Division shall be given a minimum of twenty-four (24) hours-notice of the Contractor's intent to deliver the vehicles/unit(s).

F.O.B.

All items are to be supplied F.O.B. delivered to City of Sacramento, 5730 24th Street, Building 1, Sacramento, California, prepaid and freight allowed. Bidder shall coordinate delivery with Fleet Management 24 hours in advance.

Warranty

VI.) Special Provisions

- a. The vehicle manufacturer shall provide a new vehicle warranty F.O.B. Sacramento regardless of the method of delivery for each unit. Warranty time to start when vehicle(s) are placed in operation, not delivered.
- b. The complete vehicle and components shall be guaranteed under standard factory and/or dealer warranty and a copy of manufacturer's warranty policy shall be delivered with each vehicle.
- c. The successful bidder shall list the nearest factory trained authorized repair facilities and guarantee there will be adequate parts inventory to perform warranty repairs and provide product support for the time units are covered under manufacturers standard and extended warranties.
- d. Bidders must list the nearest factory authorized service representative who will be responsible for servicing the complete unit or part thereof.

Nearest Authorized Service Center Downtown Ford Sales

Address 525 N. 16th St

Sacramento CA 95811

Contact Name Wade Pendelton

Contact Phone 916 442 6931

- e. If the City of Sacramento is required to deliver a unit for warranty work, vendor shall reimburse City of Sacramento at the rate of \$98.00 per hour for pick-up and delivery time involved.
- f. City of Sacramento shall be furnished a "no-charge" copy of the work describing type of repair and parts replaced.

Environmentally Preferable Procurement

The City has adopted a "Sustainable Procurement Policy (SPP) and program. The goal is to encourage the procurement of products and services that help minimize environmental impact resulting from use and disposal of these products. Contractors are encouraged to offer Energy Star, Green Seal, Ecologic, EPEAT, or products that meet FEMP (Federal Energy Management Program) standards for energy consumption. City also encourages contractors to offer products that are produced with recycled materials, where appropriate, unless otherwise requested in this IFB. Contractors will offer products that have minimal virgin materials and maximum use of recycled products. Contractor must work with the City to attain these goals.

Notwithstanding the above, the Contractor agrees to supply the City of Sacramento with environmentally preferable and effective products in compliance with the specifications in this solicitation and provide services

VI.) Special Provisions

that help minimize environmental impact resulting from use and disposal of products specified in this bid.

The Contractor further agrees that its products specified in this bid do not contain any items, ingredients or components prohibited under the City's SPP Policy.

The City may terminate this contract or take other appropriate actions if the contractor fails to comply or provide adequate supporting documentation to substantiate compliance with the City's SP Policy and requirements specified in the bid.

The City's SPP Policy is available on line at:

[http://www.cityofsacramento.org/generalservices/procurement/documents/Sustainable Purchasing Policy SPP.pdf](http://www.cityofsacramento.org/generalservices/procurement/documents/Sustainable_Purchasing_Policy_SPP.pdf) or by contacting the Procurement Services Division at (916) 808-6240.

VII.) Technical Specifications

User's List

Bidder will provide, with the bid, a user's list showing the names and addresses other municipalities or person(s) in the surrounding area using the bid product. This may be used, as a reference list by the City and consideration will be given to the number of users in this area.

Demonstration

At the request of the City the bidder may be required to provide a demonstration of the product bid. At the request of the City, failure to provide a demonstration as soon as reasonably possible but not to exceed thirty (30) days from the time of the request or failure of the product to perform satisfactorily during the demonstration may be grounds for bid rejection.

Regulations

The unit furnished to meet these specifications, including all equipment and accessories, will comply with all current and applicable Federal, State and local regulations including (1) California Vehicle Codes; (2) California Air Resources Board; (3) Cal-Osha standards as applicable; (4) National Highway Traffic Safety Administration; (5) Federal Motor Vehicle Safety Standards and Regulations; (6) California Environmental Protection Agency Air Resources Board and any other legal requirements that may apply.

Vendor / Dealer will be responsible for vehicle / equipment compliance with all applicable codes, regulations, laws, etc., governing such vehicle / equipment at the time of delivery. Acceptance of such vehicle / equipment by the City will not relieve Dealer / Vendor of the responsibility of items that do not meet such requirements. Should any of these specifications conflict with any code, regulation, law, etc., the Dealer / Vendor will notify the City before manufacturing starts. Dealer / Vendor will not be held responsible for changes required by codes, laws, regulations, etc., to vehicle / equipment after the time of delivery.

Labels

Unless otherwise specified herein, all labeling will be permanent placard type nameplates. Labels will be engraved metal or engraved laminated plastic and will not utilize glues or press-on attachments. Hand engraving is not acceptable. The body manufacturer will be registered with the National Highway Traffic Safety Administration. The completed unit will be affixed with a label certifying compliance with all applicable Federal Motor Vehicle Safety Standards and displaying vehicle identification and weight ratings.

Warranty and Other Requirements:

The regular manufacturer's warranty will be furnished for each unit.

- a. Minimum of one (1) year parts and labor commencing from the in-service date of the unit, specified by Fleet Management.
- b. If any component standard warranty exceeds one (1) year, that standard warranty will supersede the minimum requirements in these specifications.
- c. Vendor/Dealer will be responsible for transportation and associated costs from the City facility to the designated warranty repair facility and return to the City facility for the unit(s) bid throughout the entire warranty period including extensions.
- d. In the event that a unit should become disabled in an area covered by warranty and Vendor/Dealer cannot perform the warranty repair within the warranty period, the Vendor/Dealer shall cover the warranty repair according to when the issue is initially reported to the Dealer/Vendor by the City and not at the time of repair.

VII.) Technical Specifications

- e. Paint shall be covered for adhesion and corrosion. Vendor/Dealer shall provide documentation of paint warranty coverage, term of warranty, and the process used for applying the paint. The bidder will be responsible for the pre-mature failure of the paint due to incorrect preparation, application, mixing, or materials. Bidder will not be responsible for the failure of the specified paint due to manufacturer's product defects.

Questions

After a successful bidder has been awarded a bid, should at any time during the construction process that vendor have a question or doubt about any of the specifications listed in this document they will notify the Fleet Management Office at (916) 808-1163 for clarification before continuing. All questions prior to the bid award will be directed to the Contracts and Procurement Specialist agent listed on the front of this Invitation for Bid.

City Fleet Management Approved Equal / Equivalent

All components specified that include the language "City Fleet Management approved equal" and/or City approved equal "equivalent" will mean the same in configuration, specifications and minimum performance of the component. Any deviation from the minimum City proposed specifications, shall be stated under the Dealer Proposed Specifications (Exception) for the City's review. Equivalent and any modifications from the specifications stated herein shall be evaluated and approved by the Fleet Management Office at (916) 808-8465 before that equivalent may be used.

Meetings and Inspections

- a. A pre-production meeting may be required by the City of Sacramento, Fleet Management to discuss the specifics of how the trailer will be built before construction starts.
- b. A pre-delivery inspection may be required by Fleet Management just prior to the delivery of the equipment for specification compliance.
- c. Vendor/Dealer shall supply production photos of each unit during production upon City request.
- d. It will be the responsibility of the Dealer/Vendor to contact the City for these inspections. Please contact the Fleet Management Office @ (916) 808-8465 when any vehicle/equipment is ready for inspection(s).
- e. During body installation, modification or manufacturing, it is the responsibility of the bidder to notify the City of any problems, concerns, delays and proposed changes to specification requirements as quickly as possible AND before "change" work is started.
- f. Authorized representative(s) of the City of Sacramento shall be permitted to inspect the bidder's facility and/or plant prior to the award of this bid. After the award of the bid, authorized representative(s) of the City shall be permitted to inspect the bidder's facility and/or plant on a periodic basis. More frequent inspections shall be permitted if problems develop and remain unresolved, and if recurring problems persist, this may be ground for terminating this agreement.

Specification

The base specification represents the most common build to be ordered by the City. The City reserves the right to DEDUCT or ADD any option item, a group of option items, or all option items prior to place the order. And deduction of option items will be based on the availability of funding and operational need.

VII.) Technical Specifications

MINIMUM REQUIREMENTS

This specification will be referred as the "base specification" and represents the most common builds required by the City. The City reserves the right to add or delete options as required.

Bidder shall complete bid factually and indicate compliance with City proposed minimum specifications by circling "yes" or "no." Any deviation from the City proposed minimum specification including model and part numbers shall be listed under the Dealer Proposed Specifications column. **Failure to specify compliance and exceptions may result in the rejection of the bid.**

Item		City Proposed Minimum Specifications	Comply	Dealer Proposed Specifications
1	Scope	The following specifications cover the development and procurement of Police Interceptor Utility vehicles used for law enforcement in the City of Sacramento.	yes/no	
		New (unused) Model Year 2020 or current model year production	yes/no	
		Successful bidder shall be responsible for verifying dimensions, engine, transmission, suspension applications, wheelbase, frame requirements, and weight configurations of the Ford Police Interceptor Utility to be compatible with options in this specification	yes/no	
		<u>Features – Minimum, all vehicles shall be equipped with all the current latest Ford Police Interceptor Utility standard equipment to the appropriate model offered unless specifically deleted as stated in this specification. Vendor shall supply a list of standard equipment. Optional equipment necessary to meet the requirements of this specification shall also be installed</u>	yes/no	

VII.) Technical Specifications

2	Powertrain	Police standard, 3.3 V6 Direct-Injection FFV, Order Code 99B/44U AND/OR 3.3L V6 Direct-Injection Hybrid Engine System, Order Code 99W/44B (see pricing sheet)	yes/no	
3	Transmission	Police standard, 6-Speed Automatic	yes/no	10-Speed
4	Drivetrain	Police Standard (AWD) All wheel drive, Order Code K8A	yes/no	
5	Brakes	Minimum, Police duty hydraulic brakes	yes/no	
6	Anti-lock brakes	Police standard, anti-lock brake system	yes/no	
7	Tires/Wheels	Manufacturer's standard Police Interceptor Utility wheels and tires. Set of Five HD 18" 5-spoke steel wheels with center caps. Tires shall be 255/60R18 all season BSW.	yes/no	
8	Exterior	Manufacturers Police standard color on body: Agate Black. The roof panel and lower portion of both front doors below the window beltline shall be painted Manufacturer's Oxford White.	yes/no	
9	Included Options	Climate control- Auxiliary Air Conditioning, Order Code 17A	yes/no	
		Dome Light-Red/white in in cargo area, Order Code 17T	yes/no	
		Glass solar tinted 2 nd row, rear quarter and lift gate window, Order Code 92G	yes/no	
		Hidden door lock plungers and inoperable rear door handles, Order Code 52P	yes/no	
		Keyed alike- 1284x, Order Code 59B	yes/no	
		Noise –suppression bonds (Ground straps) Order Code 60R	yes/no	
		Rear view camera- image displayed in rearview mirror, Order Code 87R	yes/no	
		Reverse sensing system, Order Code 76R	yes/no	
		Side marker LED lamps- sideview mirrors, Order Code 63B	yes/no	
Spot lamp, LED bulb, Unity- Driver and front passenger, Order Code 51S	yes/no			

VII.) Technical Specifications

		Front head lamp lighting solution, Order Code 66A	<input checked="" type="radio"/> yes/ <input type="radio"/> no	
		Police Wire Harness Connector Kit – Front/Rear, Order Code 67V	<input checked="" type="radio"/> yes/ <input type="radio"/> no	
		Ultimate Wiring Package, Order Code 67U	<input checked="" type="radio"/> yes/ <input type="radio"/> no	
		Front license plate, Order Code 153	<input checked="" type="radio"/> yes/ <input type="radio"/> no	
		Dark car feature- Courtesy light disable Order Code 43D	<input checked="" type="radio"/> yes/ <input type="radio"/> no	
10	Headlamps	<u>Minimum, shall not have daytime running lights</u>	<input checked="" type="radio"/> yes/ <input type="radio"/> no	
11	Emissions	CA emissions Order Code 422	<input checked="" type="radio"/> yes/ <input type="radio"/> no	425 - 50 State
12	License Plates	Vehicle shall be delivered to location below with all DMV paperwork completed for California DMV "EXEMPT" plates. Temporary plates if applicable will be supplied at delivery	<input checked="" type="radio"/> yes/ <input type="radio"/> no	
13	Registration	Vehicle shall be registered with the State of California DMV as follows: City of Sacramento 5730 24th Street Building 1 Sacramento, CA 95822	<input checked="" type="radio"/> yes/ <input type="radio"/> no	
14	Warranty	Ford Police Interceptor Utility standard three (3) year parts and labor, Bumper to Bumper. Warranty time to start when vehicle(s) are placed in operation, not delivered.	<input checked="" type="radio"/> yes/ <input type="radio"/> no	
		Powertrain standard, no deductible, five (5) year 100,000 miles parts and labor.	<input checked="" type="radio"/> yes/ <input type="radio"/> no	
		Ford Policy Interceptor Utility Hybrid standard five (5) year, 100,000 miles Hybrid Unique Components	<input checked="" type="radio"/> yes/ <input type="radio"/> no	
		Vendor/Dealer will be responsible for transportation and associated costs from the City facility to the designated warranty repair facility and return to the City facility for the unit(s) bid throughout the entire warranty period including extensions.	<input checked="" type="radio"/> yes/ <input type="radio"/> no	

VII.) Technical Specifications

15	Orders	Orders shall be placed using The City of Sacramento end user fleet identification number (FIN) code QA954. DORA shall be provided to Fleet Management for each vehicle ordered with corresponding PO number once the order has been placed with the manufacturer.	yes/ no	
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VIII.) Items Requiring Bidder's Response

Incomplete information may render a bid "non-responsive" and be rejected.

1.) Business Operations Tax Certificate ("BOTC")

Chapter 3.08 of the Sacramento City Code requires that anyone conducting business in the City of Sacramento obtain a **Business Operations Tax Certificate** and pay the applicable tax if necessary. Successful bidders will be REQUIRED to show compliance with this requirement prior to award of the Contract.

To obtain information about the Business Operations Tax Certificate, contact the City of Sacramento, Revenue Division, 915 I Street, Room 1214, Sacramento, CA 95814, or telephone (916) 808-8500.

Proof of a valid BOTC must be submitted by the successful bidder within ten working days of the Notice of Intent to Award.

2.) Local Business Sales/Use Tax Deduction

In order to identify those bids that are subject to the City's local sales or use tax, all bidders shall respond to the following:

Does the bidder have fixed offices or locally taxable distribution points within the boundaries of the City of Sacramento?

NO

YES, 1% bid preference

If the answer is "Yes", please provide the street address of this Sacramento location:

525 N. 16th St, Sacramento CA 95811

3.) Local Business Enterprise (LBE) program preference / participation

This is NOT APPLICABLE since the anticipated amount of the bid/contract is to be \$100,000.00 or greater.

VIII.) Items Requiring Bidder's Response

4.) Prompt Payment Discount

Do you offer a prompt payment discount for purchases made by the City of Sacramento?

NO (Net 30 days) YES

If yes: The discount is 2 % -- or -- \$ _____ for payment within 20 calendar days computed from the date that the delivery is accepted by the City or the date that a correct invoice is received by the proper City department (the "Bill To:" address on the PO), whichever is later.

NOTE: Discounts for payments made in less than 20 calendar days will not be considered as part of the bid evaluation.

5.) Electronic Funds Transfer (EFT)

Do you have the ability to accept electronic payments (EFT)?

NO YES

If yes: The discount offered for EFT is 0 %.

NOTE: this information is for informational purposes only; there is no bid preference offered.

6.) Q&A information was reviewed and incorporated in the bid response

- N/A, no Q&A was posted.
- YES, the last Q&A set number reviewed was number _____.

7.) Addenda are acknowledged and incorporated in the bid response

- N/A, no addenda were posted.
- YES, the last addendum received was number _____.

VIII.) Items Requiring Bidder's Response

8.) Certificate of Insurance

Successful bidders are REQUIRED to submit the necessary Certificate(s) of Insurance as called for in the **Section IV.) Insurance Requirements** within ten working days after Notification of Intent to Award.

9.) Insurance Coverage Waivers

a.) **GENERAL LIABILITY:** No general liability insurance shall be required if the CONTRACTOR completes the following certification:

"I certify that all items supplied under this Contract shall be shipped via a common carrier as defined by the Interstate Commerce Commission. In addition, no term or condition of this Contract will require or compel any employees of the Contractor to be on City property for business reasons."

_____ (CONTRACTOR initials)

b.) **AUTOMOBILE:** No automobile liability insurance shall be required if the CONTRACTOR completes the following certification:

"I certify that a private motor vehicle will not be used in the delivery of supplies or performance of any work or services under this Contract. Any deliveries of supplies shall be via common carrier."

_____ (CONTRACTOR initials)

c.) **WORKERS' COMPENSATION:** No Worker's Compensation insurance shall be required if the CONTRACTOR completes the following certification:

"I certify that my business has no employees and that I do not employ anyone. I am exempt from the legal requirements to provide Workers' Compensation insurance."

_____ (CONTRACTOR initials)

d.) **WORKERS' COMPENSATION:** No Waiver of Subrogation in favor of the CITY shall be required if no work or services will be performed on or at CITY facilities or CITY Property.

"I certify that all items supplied under this Contract shall be shipped via a common carrier as defined by the Interstate Commerce Commission. In addition, no term or condition of this Contract will require or compel any employees of the Contractor to be on City property for business reasons."

_____ (CONTRACTOR initials)

10.) Bid bond

N/A, no bid bond is required for this IFB.

YES, a bid bond is required and has been submitted with this bid response.

VIII.) Items Requiring Bidder's Response

11.) DECLARATION OF COMPLIANCE Equal Benefits Ordinance

Name of Contractor: Downtown Ford Sales
Address: 525 N 116th St, Sacramento CA 95811

The above-named Contractor ("Contractor") hereby declares and agrees as follows:

1. Contractor has read and understands the Requirements of the Non-Discrimination In Employee Benefits Code (the "Requirements") attached hereto in Section IV.
2. As a condition of receiving this Contract, Contractor agrees to fully comply with the Requirements, as well as any additional requirements that may be specified in the City of Sacramento's Non-Discrimination In Employee Benefits Code codified at Chapter 3.54 of the Sacramento City Code (the "Ordinance").
3. Contractor understands, to the extent that such benefits are not preempted or prohibited by federal or state law, employee benefits covered by the Ordinance are any of the following:
 - a. Bereavement Leave
 - b. Disability, life, and other types of insurance
 - c. Family medical leave
 - d. Health benefits
 - e. Membership or membership discounts
 - f. Moving expenses
 - g. Pension and retirement benefits
 - h. Vacation
 - i. Travel benefits
 - j. Any other benefit offered to employees


Contractor agrees that if Contractor offers any of the above-listed employee benefits, Contractor will offer those benefits, without discrimination between employees with spouses and employees with domestic partners, and without discrimination between the spouses and domestic partners of such employees.

4. Contractor understands that Contractor will not be considered to be discriminating in the provision or application of employee benefits under the following conditions or circumstances:
 - a. If the actual cost of providing a benefit to a domestic partner or spouse exceeds the cost of providing the same benefit to a spouse or domestic partner of an employee, Contractor will not be required to provide the benefit, nor shall it be deemed discriminatory, if Contractor requires the employee to pay the monetary difference in order to provide the benefit to the domestic partner or to the spouse.
 - b. If Contractor is unable to provide a certain benefit, despite taking reasonable measures to do so, if Contractor provides the employee with a cash equivalent Contractor will not be deemed to be discriminating in the application of that benefit.
 - c. If Contractor provides employee benefits neither to employee's spouses nor to employee's domestic partners.
 - d. If Contractor provides employee benefits to employees on a basis unrelated to marital or domestic partner status.
 - e. If Contractor submits written evidence of making reasonable efforts to end discrimination in employee benefits by implementing policies that will be enacted before the first effective date after the first open enrollment process following the date this Contract is executed by the City of Sacramento ("City"). Contractor understands that any delay in the implementation of such policies may not exceed one (1) year from the date this Contract is executed by the City, and applies only to those employee benefits for which an open enrollment process is applicable.

VIII.) Items Requiring Bidder's Response

- f. Until administrative steps can be taken to incorporate nondiscrimination in employee benefits. The time allotted for these administrative steps will apply only to those employee benefits for which administrative steps are necessary and may not exceed three (3) months from the date this Contract is executed by the City.
 - g. Until the expiration of a current collective bargaining agreement(s) if employee benefits are governed by such collective bargaining agreement(s).
 - h. Contractor takes all reasonable measures to end discrimination in employee benefits by either requesting that the union(s) involved agree to reopen the agreement(s) in order for Contractor to take whatever steps are necessary to end discrimination in employee benefits or by ending discrimination in employee benefits without reopening the collective bargaining agreement(s).
 - i. In the event Contractor cannot end discrimination in employee benefits despite taking all reasonable measures to do so, Contractor provides a cash equivalent to eligible employees for whom employee benefits, are not available. Unless otherwise authorized in writing by the City Manager, Contractor understands this cash equivalent must begin at the time the union(s) refuses to allow the collective bargaining agreement(s) to be reopened or not longer than three (3) months after the date this Contract is executed by the City.
5. Contractor understands that failure to comply with the provisions of Section 4(a) through 4(i), above, will subject Contractor to possible suspension and/or termination of this Contract for cause; repayment of any or all of the Contract amount disbursed by the City; debarment for future Contracts until all penalties and restitution have been paid in full and/or for up to two (2) years; and/or the imposition of a penalty, payable to the City, in the sum of \$50.00 for each employee, for each calendar day during which the employee was discriminated against in violation of the provisions of the Ordinance.
 6. Contractor understands and agrees to provide notice to each current employee and, within ten (10) days of hire, to each new employee, of their rights under the Ordinance. Contractor further agrees to maintain a copy of each such letter provided, in an appropriate file for inspection by authorized representatives of the City. Contractor also agrees to prominently display a poster informing each employee of these rights.
 7. Contractor understands that Contractor has the right to request a waiver of, or exemption from, the provisions of the Ordinance by submitting a written request to the City's Procurement Services Division prior to Contract award, which request shall identify the provision(s) of the Ordinance authorizing such waiver or exemption and the factual basis for such waiver or exemption. The City shall determine in its sole discretion whether to approve any such request.
 8. Contractor agrees to defend, indemnify and hold harmless, the City, its officers and employees, against any claims, actions, damages, costs (including reasonable attorney fees), or other liabilities of any kind arising from any violation of the Requirements or of the Ordinance by Contractor.

The undersigned declares under penalty of perjury under the laws of the State of California that the foregoing is true and correct, and that he or she is authorized to bind the Contractor to the provisions of this Declaration.

Signature:			
Printed Name:	Sandra Scott		
Title:	Fleet Manager	Date:	4/1/19

VIII.) Items Requiring Bidder's Response

12.) Pricing Schedule

All pricing is to be in U.S. dollars.

Pricing is for furnishing the City of Sacramento with Ford Police Interceptor Utility Vehicles in accordance with the provisions and specifications contained herein.

The bid items listed are for evaluations purposes only. Quantities and items are specified are an annual estimate of the City's requirements. Vendor agrees to furnish more or less than the estimates at the unit price quoted in accordance with availability of funding and actual needs as they occur throughout the contract period. Quantities are yearly estimates and are subject to change as necessary.

Prices shall be inclusive (i.e. tax, freight, shipping charges, handling, special fees or any other related costs, etc.).

To Calculate the Extended Cost: Multiply the Unit Cost by the Quantity.

ITEM NO.	QTY	DESCRIPTION	UNIT COST	EXTENDED PRICING
1	40	New latest model Ford Police Interceptor Utility vehicle - AWD 3.3L V6 Direct-Injection FFV , In Accordance with The Attached Specifications: Make & Model: <u>Ford Police Interceptor UT</u> Year: <u>2020</u> Vendor guarantees delivery <u>168</u> days ARO. <u>see attachment</u>	\$33,674.00	\$1,346,960.00
8.75% Tax			\$ 2946.47	\$ 117,859.00
Freight/Shipping			\$ 0	\$ 0
TOTAL NET PRICE:				\$ 1,464,819.00
1	40	New latest model Ford Police Interceptor Utility vehicle - AWD 3.3 V6 Direct-Injection Hybrid Engine System In Accordance with The Attached Specifications: Make & Model: <u>Ford Police Interceptor UT</u> Year: <u>2020</u> Vendor guarantees delivery <u>168</u> days ARO. <u>see attachment</u>	\$36,727.00	\$1,469,080.00
8.75% Tax			\$ 3213.61	\$ 128,544.50
Freight/Shipping			\$ 0	\$ 0
TOTAL NET PRICE:				\$ 1,597,624.50

VIII.) Items Requiring Bidder's Response

Pricing is requested for the items listed below to ADD the requested option(s) to the base specification listed in the minimum requirements on pages 26-29.

ITEM	QTY	OPTIONS to ADD to Base Specification	UNIT COST
A	1	VSO color: Vermillion Red	\$ 0
B	1	Exterior Color: Oxford White	\$ 0
C	1	Exterior Color: Agate Black	\$ 0
D	1	Exterior Color: Iconic Silver Metallic	\$ 0
E	1	Interior upgrade package, first and second row carpet floor covering, cloth seats rear, center console with finish plate and two cup holders, floor mats carpet front and rear, Order Code 65U.	\$ 411
F	1	Remote keyless-Entry key FOB (w/o Keypad, less PATS) Order Code 595	\$ 357
G	1	Tail Lamp/ Police Interceptor Housing Only, Order Code 86T	\$ 64
H	1	100-Watt siren / speaker, Order Code 18X	\$ 330
I	1	Ballistic Door Panels (Level III+) - Driver & Passenger Front Doors, Order Code 90E	\$ 3338
J	1	Premium Maintenance Plan, 6 years/ 100,000 miles with 13 visits per year* <i>*Note: To be used on City of Sacramento undercover vehicles only.</i>	\$ 1528

Pricing is requested for the items listed below to DELETE the requested option(s) from the base specification listed in the minimum requirements on pages 26-29.

ITEM	QTY	OPTIONS to REMOVE from Base Specification	UNIT CREDIT
K	1	Delete Entire Rear Seat N/A	<\$ — >
L	1	Hidden door lock plungers and inoperable rear door handles, Order Code 52P	<\$ 135 >
M	1	Keyed alike- 1284x, Order Code 59B	<\$ 43 >
N	1	Side marker LED lamps- sideview mirrors, Order Code 63B	<\$ 245 >
O	1	Spot lamp, LED bulb, Unity- Driver and front passenger, Order Code 51S	<\$ 524 >
P	1	Police Wire Harness Connector Kit –Front/Rear, Order Code 67V	<\$ 156 >
R	1	Ultimate Wiring Package Order Code 67U	<\$ 474 >

VIII.) Items Requiring Bidder's Response

13.) Authorized Signature Executing Contract

To the City of Sacramento:

The undersigned potential Contractor (bidder) submits the attached bid, and certifies as follows: that the only persons or parties interested in this bid as principals are those named herein as bidder; that this bid is made without collusion with any other person, firm, or corporation; that in submitting this bid the bidder has examined all of the Contract Documents; that the bidder proposes and agrees that if this bid is accepted, the bidder will execute and fully perform the Contract for which bids are called; that the bidder shall perform all the work and/or furnish all the materials specified in the Contract Documents, in the manner and time therein prescribed, and according to the requirements as therein set forth; and that the bidder shall take in full payment therefor, the prices set forth in the attached Pricing Schedule.


CONTRACT DOCUMENTS

Performance of and payment for the Contract for which bids are called shall be subject to all sections of this Invitation For Bid as well as any Addenda, Amendments, published Q&A or other requirements applicable to performance of the work and/or furnishing the materials specified herein. Such documents are referred to herein as the Contract Documents, are fully incorporated herein by this reference, and are collectively referred to as the Contract. By submitting this Bid, the Contractor agrees to fully perform each and every provision of the Contract, provided that City awards the Contract to the Contractor, and provided further that City shall have no obligation hereunder unless and until such award is made. Contractor shall not make any changes to this form without City's written approval, and any changes made without such approval shall be void.

To Be Filled Out By Bidder:

Name of Contractor:	Downtown Ford Sales		
Address:	525 N 16th ST		
City / State / ZIP:	Sacramento CA 95811		
Phone:	9164426931	Fax:	
Email address:			
Fed. Tax ID #:	94-1586562	State Tax ID #:	SRKH28-6000344
City of Sacramento Business Operations Tax Certificate #:			
Type of Business Entity (Check one):	<input type="checkbox"/> Individual/Sole Proprietor <input type="checkbox"/> Partnership <input checked="" type="checkbox"/> Corporation <input type="checkbox"/> Limited Liability Co <input type="checkbox"/> Other (specify): _____		

By:

Signature:			
Printed Name:	Sandra Scott		
Title:	Fleet Manager	Date:	4/1/19

The person signing this Contract for the CONTRACTOR hereby represents and warrants that he/she is fully authorized to sign this Contract on behalf of the CONTRACTOR and to bind the CONTRACTOR to the performance of its obligations herein.

Incomplete information may render a bid "non-responsive" and be rejected.

IX.) Contract Approval and Attestation – For City Use Only

FOR CITY USE ONLY UPON AWARD OF A CONTRACT

The Bid was opened on April 3, 2019.

Bid Bond Required: No; Yes - Amount: \$ _____

Received: Cashiers or Certified Check drawn on a California bank;

Or Surety Bond

City Clerk

CONTRACT AWARD

Bid Items Included in the Contract: All Items, unless otherwise specified below

Specify: Ford Police Interceptors Utility Vehicles

Contract Not-to-Exceed Amount: \$ 7,303,765

Award Date: 5/14/2019

CONTRACT APPROVAL

Approved as to Form:

Approved:

Attest:

Jennifer Gore
City Attorney

Lee Brown
City Manager
(Or Authorized Designee)

[Signature]
City Clerk

Ranger	F2	E5	E5 – 5/20	7/1	14-16 weeks	
SUPER DUTY	F3	KTP: K5 Ohio:L2 LPO: K2	D4 – 4/22	7/1	14-16 weeks	<p>EBO paint – Magma Red Paint option E2 Final orders due 12-13-18 The reason for the EBO is to make room for a new paint</p> <p>4-5-19 - Final order due date for 40 gal AFT of axle fuel tank standard on chassis cab– High risk constraint</p> <p>Possible 14-16 week delay for 40 gal AFT of axle fuel tank, please consider option 65M Mid Ship fuel tank for sooner delivery.</p> <p>Pls note: Restricted paint will be scheduled in batches and may result in a scheduling delay of 6 or more weeks. Green (PN4GW), Orange (PN4GX), Vermillion Red (PNEGC), Yellow (PN4GY), School Bus Yellow (PNAHF), Green Gem (PN4DA). Pacific Gas/Electric Blue (PN4GC)</p>
Transit	G2	K3	E5-5/27	7/1, 8/5	18-20 weeks	High roof & High roof jumbo van

2020 MODEL YEAR

Aviator	F2	TBD	F1-6/3	3/4 – 5/5, 7/1	14-16 weeks	PHEV not available until July 2019 (G1)
EcoSport	G1	TBD	G1-7/1		20-22 weeks	Job 1 7/1/2019
Explorer	G4	TBD	F1-6/3	3/4 – 5/5, 7/1	20-22 weeks	<p>Base (K7B, K8B), XLT (K7D, K8D) will not schedule until June production (F1-F4) at the earliest due to 2020MY start-up restrictions.</p> <p>FHEV not available until June 2019 (F1)</p>
Explorer Police	H1	TBD	F1-6/3	3/4 – 5/5, 7/1	22-24 weeks	<p>Job 1 5/6/2019</p> <p>FHEV and 3.3L gas engine not available until June 2019.</p>
Transit Connect	F1	TBD	E5-5/27		20-22 weeks	<p>School Bus Yellow: Incremental 8 weeks</p> <p>Job 1 5/6/2019</p>

¹ First available production week at the plant (not to be confused with "First Available Priority Code"). "First Available Priority Code" is often beyond the first available production week at the plant due to incoming orders exceeding weekly/monthly allocation. This is a point of reference determine when order(s) may be submitted to the plant.

² Every effort is made to accurately estimate the lead times, and reflect longer lead times of specific commodities. In the absence of adjusted lead times for commodities, please use the high, medium, or low risk as a guide.

³High-risk commodity has a lower probability of scheduling. Low-risk commodity has a higher probability of scheduling. Refer also to the *Product Information* section in the Fleet DNB for current material hold information.

DOWNTOWN FORD SALES

525 NORTH 16TH STREET

SACRAMENTO CA 95811

916-442-6931



4/3/19

SANDRA SCOTT, FLEET MANAGER

sandra.scott@dtfords.com

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VII.) Technical Specifications

User's List

2020 Ford Police Interceptor Utility

Contra Costa County

2467 Waterbird Way

Martinez CA 94553

Victor Tetteh

925.313.2153

Purchase Order Number P014299



Sandra Scott

Fleet Manager



Date

AFTERMARKET PAINT WARRANTY

TYPE

PPG FLEET LINE

PROCESS

BASE / CLEARCOAT

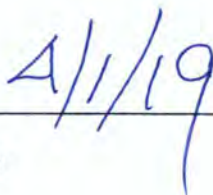
WARRANTY

LIFETIME COLLISION

LIFETIME CORROSION



Sandra Scott
Fleet Manager



Date

MUST BE POSTED IN CONSPICUOUS PLACE

SACRAMENTO		2857	
		2857	
BUSINESS OPERATIONS TAX CERTIFICATE			
Business Name	DOWNTOWN FORD SALES	FROM	TO
Business Address	525 N 16TH ST	Mo. Day Yr.	Mo. Day Yr.
Owner	DOWNTOWN FORD SALES	07/01/2018	06/30/2019
Type of Business	AUTO DEALER		Expires
Tax Classification	401		
DOWNTOWN FORD SALES 525 N 16TH ST SACRAMENTO, CA 95811		CITY OF SACRAMENTO	
		JUN 28 2018 VOID IF NOT VALIDATED PAID	

TOTAL PAID: \$5,004.00

THIS STUB MAY BE FOLDED/DETACHED BEFORE POSTING

This certificate is not to be construed as a business license or imply that the City of Sacramento has investigated, or approves or recommends, the holder of this certificate. Any representation to the contrary is fraudulent. (This certificate must be renewed within 30 days of expiration).

Unique Police Interceptor Utility Features Include:

MODEL/SERIES/AVAILABILITY

- 3 Available Models
 - 3.3L V6 Direct-Injection Hybrid Engine System (AWD) *
 - 3.3L V6 Direct-Injection FFV AWD *
 - 3.0L V6 EcoBoost® AWD *
- 1 Available Series
 - 500A

MECHANICAL

- ★ 3.3L Police-Calibrated V6 Direct-Injection Hybrid Engine System
 - Standard (Hybrid technology is optimal for performance and long days spent idling on the job)
- AWD Drivetrain – Standard for enhanced handling precision and unsurpassed traction on wet or dry surfaces
- ★ Transmission – 10-speed automatic, police calibrated for maximum acceleration and faster closing speeds
- ★ Lithium-Ion Battery Pack
- ★ Brakes – Police calibrated high-performance regenerative braking system
- 4-Wheel heavy-duty disc w/heavy-duty front and rear calipers
- Brake Rotors – large mass for high thermal capacity and calipers with large swept area.
- Electric Power-Assist Steering (EPAS) – Heavy-Duty
- ★ DC/DC converter – 220-Amp (in lieu of alternator)
- ★ H7 AGM Battery (Standard; 800 CCA/80-amp)
- ★ H8 AGM Battery (Available; 850 CCA/92-amp)
- Cooling System – Heavy-duty, large high volume radiator, Engine oil cooler and transmission oil cooler
- Engine Idle Hour Meter
- Engine Hour Meter
- Powertrain mounts – Heavy-Duty
- ★ Class III Trailer Hitch Receiver with 5,000 lbs. towing capacity
- Wheels
 - Heavy-duty steel, vented with center cap
 - Full size spare tire w/TPMS
- ★ 50-State Emissions System

INTERIOR FEATURES

- ★ Cargo Area – Spacious area for police equipment; Lithium-Ion Battery Pack does not intrude into the cargo area
- Column Shifter
- Seats
 - Front – Police grade cloth – 6-way power-adjustable Manual lumbar, seatback foam designed to comfortably accommodate a utility belt
 - Built-in steel intrusion plates in both front-seatbacks
 - 2nd Row – Police grade vinyl, offers easy care for cleaning
- Flooring – Heavy-Duty vinyl; offers ease of cleaning and long-term durability
- Liftgate access with manual lock cylinder
- Simple Fleet Key (w/o microchip, easy to replace, 4-keys)
- Speedometer – Certified, digital readout in message center and analog gauge
- Universal equipment tray atop instrument panel (ideal for radar and other police equipment)

POLICE UPFIT FRIENDLY

- Consistent 11-inch space between driver and passenger seats for aftermarket consoles (9-inch center console mounting plate)
- Console mounting plate
- Dash pass-thru opening for aftermarket wiring
- Headliner – Easy to service
- Integrated LED police flashers (available)
- ★ Rear-center seat delete (available)
- Taillamps – Integrated police flashers (available)
- Two (2) 50 amp battery ground circuits – power distribution junction block (repositioned behind 2nd row seat floorboard).

TECHNOLOGY

- ★ Ford Telematics™ – Includes Fleet Telematics Modem and complimentary 2-year subscription
- ★ Police Perimeter Alert (available; detects and analyzes motion in an approximately 270-degree radius on sides and back of vehicle)
- ★ Rear Camera On-Demand (available)
- Front Interior Visor Light Bar (LED) Super low-profile warning LED light bar fully integrated into the top of the windshield near the headliner – fully programmable (available; Red/Blue/White LED lights)
- ★ Rear Auxiliary Liftgate Lights (available; Red/Blue LED Lights; located beneath liftgate glass in applique panel)
- Rear Spoiler Traffic Warning Lights (LED) – Fully integrated in rear spoiler for enhanced visibility; Provides red/blue/amber directional lighting – fully programmable (available)
- ★ Pre-Collision Assist with Pedestrian Detection (available; includes Forward Collision Warning and Automatic Emergency Braking and unique disable switch for Law Enforcement use)
- BLIS® – Blind Spot Monitoring with Cross-traffic Alert (available)
- ★ Bluetooth® Interface – Includes hands-free voice command support (compatible with most Bluetooth connected mobile devices)
- Unique Steering Wheel (with 4-remappable latching switches)

SAFETY/SECURITY HIGHLIGHTS

- 75-mph Rear-impact Crash Tested
 - Note:** The full-size spare tire secured in the factory location is necessary to achieve police-rated 75-mph rear impact crash-test performance attributes
- AdvanceTrac® w/RSC® (Roll Stability Control®) police tuned gyroscopic sensors work seamlessly with the ABS
- Ballistic Door-Panels (National Institute of Justice (NIJ) certified to stop Type III, IV, all lesser NIJ rounds, as well as additional special threat rounds) (available)
- Exterior Key Locks – Driver, passenger and liftgate
- Police Engine Idle feature (available)
- Rear Video Camera with Washer (standard)
- Reverse Sensing (available)

GENERAL

- Underbody deflection plate no longer standard on EcoBoost® models (order 76D)
- Front Headlamp Lighting Solution now includes Red/Blue/White LED Strokes

WARRANTY

- 3 Year / 36,000 Miles Bumper / Bumper
- 8 Year / 100,000 Miles Hybrid Unique Components

POWERTRAIN CARE EXTENDED SERVICE PLAN

- 5-year/100,000-mile Powertrain CARE Extended Service Plan (zero deductible) – Standard

Product Changes and Features Availability

Features, options and package content subject to change. Please check www.fmcdealer.com for the most current information.

The following items are std. 2020MY POLICE INTERCEPTOR UTILITY vehicle:

MECHANICAL

- Axle Ratio – 3.73 (AWD)
- Brakes – 4-Wheel Heavy-Duty Disc w/H.D. Front and Rear Calipers
- ★ Class III Trailer Hitch Receiver
- Column Shifter
- ★ DC/DC converter – 220-Amp (in lieu of alternator)
- Drivetrain – All-Wheel-Drive
- Electric Power-Assist Steering (EPAS) – Heavy-Duty
- Engine – 3.3L V6 Direct-Injection Hybrid Engine System
- Engine Hour Idle Meter
- Engine Hour Meter
- Engine Oil Cooler
- Fuel Tank – 19-gallons
- ★ H7 AGM Battery (800 CCA/80-amp)
- ★ Lithium-Ion Battery Pack
- Suspension – independent front & rear
- ★ Transmission – 10-speed automatic
- Transmission Oil Cooler

EXTERIOR

- Antenna, Roof-mounted
- Cladding – Lower bodyside cladding (MIC)
- Door Handles – Black (MIC)
- Exhaust, True Dual (down-turned)
- Door-Lock Cylinders (Front Driver / Passenger / Liftgate)
- Glass – 2nd Row, Rear Quarter and Liftgate Privacy Glass
- Grille – Black (MIC)
- ★ Headlamps – Automatic, LED Low-and-High-Beam
 - Note:** Includes Front Headlamp / Police Interceptor Housing (with LED wig-wag feature)
 - Pre-drilled hole for side marker police use, does not include LED strobe, but includes LED wig-wag functionality (eliminates need to drill housing assemblies and provides LED wig-wag feature)
 - Pre-molded side warning LED holes with standard sealed capability (does not include LED installed lights)
 - Wig-wag default is traditional ping-pong pattern; can be programmed to triple-burst pattern or ping-pong / triple-burst
 - Note:** Must be wired to vehicle's light controller to enable wig-wag functionality; recommend Ready for the Road Package (67H) or Ultimate Wiring Package (67U)
- Liftgate – Manual 1-Piece – Fixed Glass w/Door-Lock Cylinder
- Mirrors – Black Caps (MIC), Power Electric Remote, Manual Folding with Integrated Spotter (integrated blind spot mirrors not included when equipped with BLIS®)
- Spare – Full size 18" Tire w/TPMS
- Spoiler – Painted Black
- Tailgate Handle – (MIC)
- Tail lamps – LED
- Tires – 255/60R18 A/S BSW
- Wheel-Lip Molding – Black (MIC)
- Wheels – 18" x 8.0 painted black steel with polished stainless steel hub cover
- Windshield – Acoustic Laminated

INTERIOR/COMFORT

- Cargo Hooks in cargo area
- Climate Control – Dual-Zone Electronic Automatic Temperature Control (DEATC)
- Door-Locks
 - Power
 - Rear-Door Handles and Locks Operable
- Fixed Pedals (Driver Dead Pedal)
- Floor – Flooring – Heavy-Duty Thermoplastic Elastomer
- Glove Box – Locking/non-illuminated
- Grab Handles – (1 – Front-passenger side, 2-Rear)
- Liftgate Release Switch located in overhead console (45 second timeout feature)
- Lighting
 - Overhead Console
 - Red/White Task Lighting in Overhead Console
 - 3rd row overhead map light
- Mirror – Day/night Rear View
- Particulate Air Filter
- Powerpoints – (1) First Row
- Rear-door closeout panels

INTERIOR/COMFORT (continued)

- Rear-window Defrost
- Scuff Plates – Front & Rear
- Seats
 - 1st Row Police Grade Cloth Trim, Dual Front Buckets with reduced bolsters
 - 1st Row – Driver 6-way Power track (fore/aft. Up/down, tilt with manual recline, 2-way manual lumbar)
 - 1st Row – Passenger 2-way manual track (fore/aft. with manual recline)
 - Built-in steel intrusion plates in both driver/passenger seatbacks
 - 2nd Row Vinyl, 35/30/35 Split Bench Seat (manual fold-flat, no tumble) – fixed seat track
- Speed (Cruise) Control
- Speedometer – Calibrated (includes digital readout)
- Steering Wheel – Manual / Tilt / Telescoping, Urethane wheel finish w/Silver Painted Bezels with Speed Controls and 4 user – configurable latching switches
- Sun visors, color-keyed, non-illuminated
- Universal Top Tray – Center of I/P for mounting aftermarket equipment
- Windows, Power, 1-touch Up/Down Front Driver/Passenger-Side with disable feature

SAFETY/SECURITY

- AdvanceTrac® w/RSC® (Roll Stability Control®)
- Airbags, dual-stage driver & front-passenger, side seat, passenger-side knee, Roll Curtain Airbags and Safety Canopy®
- Anti-Lock Brakes (ABS) with Traction Control
- ★ Brakes – Police calibrated high-performance regenerative braking system
- Belt-Minder® (Front Driver / Passenger)
- Child-Safety Locks (capped; set to "on")
- Individual Tire Pressure Monitoring System (TPMS)
- LATCH (Lower Anchors and Tethers for Children) system on rear outboard seat locations
- Rearview Camera with Washer viewable in 4.2" center stack.
 - Note:** Rearview Camera viewable in rearview mirror (available) – order 87R (no-charge option)
- Seat Belts, Pretensioner/Energy-Management System w/adjustable height in 1st Row
- SOS Post-Crash Alert System™

FUNCTIONAL

- Audio
 - AM/FM / MP3 Capable / Clock / 4-speakers
 - Bluetooth® interface★— Includes hands-free voice command support (compatible with most Bluetooth connected mobile devices)
 - ★ USB Port — (1)
 - 4.2" Color LCD Screen Center-Stack "Smart Display"
- Easy Fuel® Capless Fuel-Filler
- ★ Ford Telematics™ – Includes Fleet Telematics Modem and complimentary 2-year subscription
- Front door tether straps (driver/passenger)
- Power pigtail harness
- ★ Recovery Hooks; two in front and trailer bar in rear
- Simple Fleet Key (w/o microchip, easy to replace; 4-keys)
- Two-way radio pre-wire
- Two (2) 50 amp battery ground circuits – power distribution junction block (behind 2nd row passenger seat floorboard)
- Wipers – Front Speed-Sensitive Intermittent; Rear Dual Speed Wiper

2020 POLICE INTERCEPTOR UTILITY EQUIPMENT GROUP

Series	Option Code	Police Interceptor 500A
Police Interceptor Utility AWD	K8A	S
AWD 3.3L V6 Direct-Injection Hybrid Engine System with 10-Speed Automatic Transmission (136-MPH Top Speed)	99W/44B	S
AWD 3.3L V6 Direct-Injection FFV with 10-Speed Automatic Transmission (136-MPH Top Speed) Note: Deletes Regenerative Braking and Lithium-Ion Battery Pack; adds 250-Amp Alternator, replaces H7 AGM battery (800 CCA/80-amp) with H7 SLI battery (730 CCA/80-amp) and replaces 19-gallon tank with 21.4-gallon tank	99B/44U	O
AWD 3.0L V6 EcoBoost® with 10-Speed Automatic Transmission – (148-MPH Top Speed) Note: Deletes Regenerative Braking and Lithium-Ion Battery Pack; adds 250-Amp Alternator, replaces H7 AGM battery (800 CCA/80-amp) with H7 SLI battery (730 CCA/80-amp) and replaces 19-gallon tank with 21.4-gallon tank	99C/44U	O
EQUIPMENT GROUP		
Interior Upgrade Package <ul style="list-style-type: none"> • 1st and 2nd Row Carpet Floor Covering • Cloth Seats – Rear • Center Floor Console less shifter w/unique Police console finish plate • Includes Console and Top Plate with 2 cup holders • Floor Mats, front and rear (carpeted) • Deletes the standard console mounting plate (85D) • SYNC® 3★ <ul style="list-style-type: none"> – Enhanced Voice Recognition Communications and Entertainment System – 4.2" Color LCD Screen Center-Stack "Smart Display" – AppLink® – 911 Assist® Note: Non-SYNC Bluetooth® interface is standard; 65U replaces standard Bluetooth® Interface with SYNC® Note: SYNC® AppLink® lets you control some of your favorite compatible mobile apps with your voice. It is compatible with select smartphone platforms. Commands may vary by phone and AppLink® software. Note: Not available with options: 67H, 67U, 85R	65U	O
Front Headlamp Lighting Solution <ul style="list-style-type: none"> • Includes LED Low beam/High beam headlamp, Wig-wag function and (2) Red/Blue/White LED side warning lights in each headlamp (factory configured: driver's side White/Red / passenger side White/Blue) • Includes pre-wire for grille LED lights, siren and speaker (60A) • Wiring, LED lights included (in headlamps only; grille lights not included). Controller "not" included Note: Not available with option: 67H Note: Recommend using Ultimate Wiring Package (67U)	66A	O
Tail Lamp / Police Interceptor Housing Only <ul style="list-style-type: none"> • Pre-existing holes with standard twist lock sealed capability (does not include LED strobe) (eliminates need to drill housing assemblies) Note: Not available with options: 66B and 67H	86T	O
Tail Lamp Lighting Solution <ul style="list-style-type: none"> • Includes LED lights plus two (2) rear integrated hemispheric lighthead white LED side warning lights in taillamps • LED lights only. Wiring, controller "not" included Note: Not available with option: 67H, 86T Note: Recommend using Ultimate Wiring Package (67U)	66B	O
Rear Lighting Solution <ul style="list-style-type: none"> • Includes two (2) backlit flashing linear high-intensity LED lights (driver's side red / passenger side blue) mounted to inside liftgate glass • Includes two (2) backlit flashing linear high-intensity LED lights (driver's side red / Passenger side blue) installed on inside lip of liftgate (lights activate when liftgate is open) • LED lights only. Wiring, controller "not" included Note: Not available with option: 67H Note: LED lights only – does "not" include wiring or controller Note: Recommend using Ultimate Wiring Package (67U)	66C	O
Ready for the Road Package: All-in Complete Package – Includes Police Interceptor Packages: 66A, 66B, 66C, plus <ul style="list-style-type: none"> • Whelen Cencom Light Controller Head with dimmable backlight • Whelen Cencom Relay Center / Siren / Amp w/Traffic Advisor control (mounted behind 2nd row seat) • Light Controller / Relay Cencom Wiring (wiring harness) w/additional input/output pigtails • High current pigtail • Whelen Specific WECAN Cable (console to cargo area) connects Cencom to Control Head • Pre-wiring for grille LED lights, siren and speaker (60A) • Rear console plate (85R) – contours through 2nd row; channel for wiring • Grille linear LED Lights (Red / Blue) and harness • 100-Watt Siren / Speaker • Hidden Door-Lock Plunger w/Rear-door controls inoperable (locks, handles and windows) (52P) Note: Not available with options: 66A, 66B, 66C, 67U and 65U	67H	O

2020 POLICE INTERCEPTOR UTILITY EQUIPMENT GROUP

EQUIPMENT GROUP		
(Continued)		
Ultimate Wiring Package Includes the following: <ul style="list-style-type: none"> • Rear console mounting plate (85R) – contours through 2nd row; channel for wiring • Pre-wiring for grille LED lights, siren and speaker (60A) • Wiring harness I/P to rear cargo area (overlay) <ul style="list-style-type: none"> – Two (2) light cables – supports up to six (6) LED lights (engine compartment/grille) – One (1) 10-amp siren/speaker circuit engine compartment • Rear hatch/cargo area wiring – supports up to six (6) rear LED lights • Does "not" include LED lights, side connectors or controller <ul style="list-style-type: none"> – Recommend Police Wire Harness Connector Kit 67V Note: Not available with options: 65U, 67H	67U	O
Police Wire Harness Connector Kit – Front/Rear For connectivity to Ford PI Package solutions includes: <ul style="list-style-type: none"> • Front <ul style="list-style-type: none"> – (2) Male 4-pin connectors for siren – (5) Female 4-pin connectors for lighting/siren/speaker – (1) 4-pin IP connector for speakers – (1) 4-pin IP connector for siren controller connectivity – (1) 8-pin sealed connector – (1) 14-pin IP connector • Rear <ul style="list-style-type: none"> – (2) Male 4-pin connectors for siren – (5) Female 4-pin connectors for lighting/siren/speaker – (1) 4-pin IP connector for speakers – (1) 4-pin IP connector for siren controller connectivity – (1) 8-pin sealed connector – (1) 14-pin IP connector Note: See Upfitters guide for further detail www.fordpoliceinterceptorupfit.com	67V	O
KEY EXTERIOR OPTIONS		
Engine Block Heater	41H	O
License Plate Bracket – Front	153	O
Lamps / Lighting		
Dark Car Feature – Courtesy lamps disabled when any door is opened	43D	O
Daytime Running Lamps	942	O
Switchable Red/White Lighting in Cargo Area (deletes 3 rd row overhead map light)	17T	O
Front Warning Auxiliary LED Lights (Driver side – Red / Passenger side – Blue) Note: Requires 60A	21L	O
Front Interior Visor Light Bar (LED) <ul style="list-style-type: none"> • Super low-profile warning LED light bar fully integrated into the top of the windshield near the headliner – fully programmable. (Red/Red or Blue/Blue operation. White "take down" and "scene" capabilities) Note: Recommend using Ready for the Road Package (67H) or Ultimate Wiring Package (67U) (when not ordering the Interior Upgrade Package [65U]) Note: Front/Rear Console Plate no longer required; can be ordered with Interior Upgrade Package (65U) Note: Not available with option 76P	96W	O
Pre-wiring for grille LED lights, siren and speaker	60A	O / P-66A / P-67H / P-67U
★Rear Auxiliary Liftgate Lights (Red/Blue LED Lights; located beneath liftgate glass in applique panel) <ul style="list-style-type: none"> • LED lights only. Wiring, controller "not" included Note: Recommend using Ready for the Road Package (67H) or Ultimate Wiring Package (67U)	43A	O
Rear Quarter Glass Side Marker LED Lights (Driver side – Red / Passenger side – Blue) <ul style="list-style-type: none"> • LED lights only. Wiring, controller "not" included Note: Recommend using Ready for the Road Package (67H) or Ultimate Wiring Package (67U)	63L	O
Rear Spoiler Traffic Warning Lights (LED) <ul style="list-style-type: none"> • Fully integrated in rear spoiler for enhanced visibility • Provides red/blue/amber directional lighting – fully programmable Note: Recommend using Ready for the Road Package (67H) or Ultimate Wiring Package (67U) (when not ordering the Interior Upgrade Package [65U]) Note: Rear Console Plate no longer required; can be ordered with Interior Upgrade Package (65U)	96T	O
Side Marker LED – Sideview Mirrors (Driver side – Red / Passenger side – Blue) <ul style="list-style-type: none"> • Located on exterior mirror housing • LED lights only. Wiring, controller "not" included Note: Recommend using Ready for the Road Package (67H) or Ultimate Wiring Package (67U)	63B	O
Spot Lamp Prep Kits		
Spot Lamp Prep Kit, Driver Only Note: Does not include spot lamp housing and bulb	51P	O
Spot Lamp Prep Kit, Dual Driver and Passenger Note: Does not include spot lamp housing and bulbs	51W	O
Spot Lamp – LED Bulb:		
Driver Only (Unity)	51R	O
Driver Only (Whelen)	51T	O
Dual (driver and passenger) (Unity)	51S	O
Dual (driver and passenger) (Whelen)	51V	O

★ = New for this model year

P = Included in Equipment Group, S = Standard Equipment, O = Optional

2020 POLICE INTERCEPTOR UTILITY EQUIPMENT GROUP

EQUIPMENT GROUP**Body**

Glass – Solar Tint 2 nd Row door glass, Rear Quarter and Liftgate Window (Deletes Privacy Glass)	92G	O
Glass – Solar Tint 2 nd Row Only door glass, Privacy Glass on Rear Quarter and Liftgate Window	92R	O
Underbody Deflector Plate (engine and transmission shield)	76D	O

Wheels

Wheel Covers (18" Full Face Wheel Cover) Note: Only available with the standard Police wheel, not available with 64E	65L	O
18" Painted Aluminum Wheel Note: Spare wheel is an 18" conventional (Police) black steel wheel. Not available with 65L.	64E	O

Audio / Video

Rear View Camera displayed in rear view mirror (Includes Electrochromic Rear View Mirror) Note: This option replaces the standard display in the center stack area. Note: Camera can only be displayed in the center stack (std) "OR" the rear view mirror (87R)	87R	O
★Rear Camera On-Demand – allows driver to enable rear camera on-demand	19V	O

Doors / Locks

Hidden Door-Lock Plunger w/Rear-door controls inoperable (locks, handles and windows) Note: Not available with 68G – includes all content of 68G Note: Can manually remove window or door disable plate with special tool Note: Locks/windows operable from driver's door switches	52P	O / P-67H
Rear-Door controls inoperable (locks, handles and windows) Note: Not available with 52P. Note: Can manually remove window or door disable plate with special tool Note: Locks/windows operable from driver's door switches	68G	O
Global Lock / Unlock feature (Door-panel switches will lock/unlock all doors and rear liftgate. Eliminates overhead console liftgate unlock switch and 45-second timer. Also eliminates the blue liftgate release button if ordered with Remote Keyless)	18D	O
Remote Keyless-Entry Key Fob (w/o Keypad, less PATS) – (includes 4-key fobs) Note: Available with Keyed Alike, however, key fobs are "not" fobbed alike when ordered with Keyed Alike	55F	O

Keys (Note: Can be ordered with Remote Keyless-Entry – 55F)

Keyed Alike – 1435x	59E	O
Keyed Alike – 1284x	59B	O
Keyed Alike – 0135x	59D	O
Keyed Alike – 0576x	59F	O
Keyed Alike – 1111x	59J	O
Keyed Alike – 1294x	59C	O
Keyed Alike – 0151x	59G	O

Flooring / Seats

1 st and 2 nd row carpet floor covering (includes floor mats, front and rear)	16C	O / P-65U
2 nd Row Cloth Seats	88F	O / P-65U
Power passenger seat (8-way) w/2-way manual recline and lumbar)	87P	O
Front Console Plate – Delete Note: Not available with option: 67H, 67U, 85R	85D	O / P-65U
★Rear Center Seat Delete (includes molded trim floor panel in lieu of seat)	85S	O
Rear Console Plate Note: Not available with option: 65U, 85D	85R	O / P-67H / P-67U

Safety & Security

Ballistic Door-Panels (Level III+) – Driver Front-Door Only ¹	90D	O
Ballistic Door-Panels (Level III+) – Driver & Pass Front-Doors ¹	90E	O
Ballistic Door-Panels (Level IV+) – Driver Front-Door Only ²	90F	O
Ballistic Door-Panels (Level IV+) – Driver & Pass Front-Doors ²	90G	O
BLIS® – Blind Spot Monitoring with Cross-traffic Alert Note: Includes manual fold-away mirrors, w/heat, w/o memory, w/o puddle lamps	55B	O

¹ Tested and meets the requirements of NJ Standard 0108.01 Level III:

- 7.62 x 51 mm 9.7g M80 (.308 Winchester 150gr)

Per LAPD requirements, they're also designed to withstand special threat rounds:

- 7.62 x 39 mm MSC 7.9g (Type 56)
- 5.56 x 45 mm M193 3.36g
- 5.56 x 45mm M855 4g

² Tested and meets the requirements of NJ Standard 0108.01 Level IV:

- 30-06 M2 AP 166gr (7.62 x 63 APM2 10.8g)

Designed to withstand special threat rounds:

- 7.62 x 54R LPS 9.65g
- 7.62 x 51 mm M61 9.75g (.308 Winchester 150.5gr)

In addition, Level IV+ includes all of the NJ Level III and LAPD rounds listed in footnote 2.

2020 POLICE INTERCEPTOR UTILITY EQUIPMENT GROUP

EQUIPMENT GROUP**Safety & Security (continued)**

★ Police Perimeter Alert – detects motion in an approximately 270-degree radius on sides and back of vehicle; if movement is determined to be a threat, chime will sound at level I. Doors will lock and windows will automatically go up at level II. Includes visual display in instrument cluster with tracking.	68B	○
★ Pre-Collision Assist with Pedestrian Detection (includes Forward Collision Warning and Automatic Emergency Braking and unique disable switch for Law Enforcement use) Note: Not available with option 96W	76P	○
Mirrors – Heated Sideview Note: Not required when ordering BLIS® (heated mirror is included with BLIS®)	549	○
Perimeter Anti-Theft Alarm <ul style="list-style-type: none"> • Activated by Hood, Door or Liftgate; when unauthorized entry occurs, system will flash the headlamps, parking lamps and sound the horn • Requires Keyless-Entry Key Fob (55F) 	593	○
Police Engine Idle feature <ul style="list-style-type: none"> • This feature allows you to leave the engine running and prevents your vehicle from unauthorized use when outside of your vehicle. Allows the key to be removed from ignition while vehicle remains idling. 	47A	○
Reverse Sensing System	76R	○
Misc		
Aux Air Conditioning Note: Now available with Cargo Storage Vault (63V).	17A	○
Badge Delete <ul style="list-style-type: none"> • Deletes the "Police Interceptor" badging on rear liftgate • Deletes the "Interceptor" badging on front hood (EcoBoost®) 	16D	○
Cargo Storage Vault (includes lockable door and compartment light) Note: Now available with Aux Air Conditioning (17A).	63V	○
★ Class III Trailer Tow Lighting Package (4-pin and 7-pin connectors and wiring)	52T	○
★ H8 AGM Battery (850 CCA/92-amp)	19K	○
Noise Suppression Bonds (Ground Straps)	60R	○
★ Rear Bumper Step Pad	16P	○
100 Watt Siren/Speaker (includes bracket and pigtail)	18X	○ / P-67H

AXLE AVAILABILITY

*Final Drive Ratio = 3.73
HEV and 3.3L AWD Police
Interceptor*

*Final Drive Ratio = 3.31
AWD EcoBoost®
Police Interceptor*

WHEEL AVAILABILITY

**WHEEL IMAGE COMING
SOON**

18" 5-spoke painted black steel wheels with center caps (5th wheel is full-size spare) – Standard

**WHEEL IMAGE COMING
SOON**

18" 5-spoke full face wheel covers with metal clips – Optional (65L)

**WHEEL IMAGE COMING
SOON**

18" painted Aluminum wheels, Optional (64E)

**2020 POLICE INTERCEPTOR UTILITY
COLOR & TRIM AVAILABILITY**

Police Interceptor Utility	Police Interceptor Utility	Interior Color Charcoal Black
Cloth Front Buckets / Vinyl Rear	Front – Unique Heavy-Duty Cloth, Front Bucket Seats Driver 6-way Power track (fore/aft.up/down, tilt with manual recline, 2-way manual lumbar) Passenger – 2-way manual track (fore/aft. with manual recline) Rear – 35/30/35 Split Vinyl.	96
Cloth Front Buckets / Cloth Rear	Front – Unique Heavy-Duty Cloth, Front Bucket Seats Driver 6-way Power track (fore/aft.up/down, tilt with manual recline, 2-way manual lumbar). Passenger – 2-way manual track (fore/aft. with manual recline) Rear – 35/30/35 Split Cloth	F6

COLOR OFFERINGS

EXTERIOR COLOR POLICE	Order Code	Charcoal Black
		Availability
Medium Brown Metallic	BU	■
Arizona Beige Metallic Clearcoat	E3	■
Vermillion Red	E4	■
Blue Metallic	FT	■
Smokestone Metallic	HG	■
Kodiak Brown Metallic	J1	■
Dark Toreador Red Metallic	JL	■
★Iconic Silver Metallic	JS	■
Norsea Blue Metallic	KR	■
Dark Blue	LK	■
Royal Blue	LM	■
Light Blue Metallic	LN	■
Silver Grey Metallic	TN	■
Sterling Grey Metallic	UJ	■
Agate Black	UM	■
Medium Titanium Metallic	YG	■
Oxford White	YZ	■

EMISSIONS

EMISSIONS STANDARD/OPTIONAL EQUIPMENT

50-STATE EMISSIONS SYSTEM 425

Standard equipment in all states

NOTE: Flexible Fuel Vehicle (FFV) system is standard equipment for vehicles equipped with the 3.3L V6 Direct-Injection engine (non-hybrid)

ENGINE BLOCK HEATER 41H

MISCELLANEOUS

COV Required 79V

Priced DORA C09

SNOW PLOW USAGE

Not recommended for snow plowing.

POWERTRAIN**FUEL ECONOMY**

ENGINE DISPL.	TRANSMISSION	50-STATE			
		F.E. LABEL ADJUSTED		ESTIMATED ANNUAL FUEL COST	MEMO: UNADJUSTED COMBINED
		CITY	HIGHWAY		
AWD					
3.3L V6 Direct-Injection Hybrid Engine System (AWD)	10-Speed Automatic	TBD	TBD	TBD	TBD
3.3L V6 Direct-Injection FFV (AWD)	10-Speed Automatic	TBD	TBD	TBD	TBD
3.0L V6 EcoBoost® (AWD)	10-Speed Automatic	TBD	TBD	TBD	TBD

ENGINE HORSEPOWER AND TORQUE RATINGS

ENGINE DISPL.	TRANSMISSION	NOMINAL COMPRESSION RATIO	50-STATE	
			HORSEPOWER	TORQUE
			H.P. @ RPM	FT. LBS. @ RPM
ALL				
3.3L V6 Direct-Injection Hybrid Engine System (AWD)	10-Speed Automatic	TBD	TBD	TBD
3.3L V6 Direct-Injection FFV (AWD)	10-Speed Automatic	TBD	TBD	TBD
3.0L V6 EcoBoost® (AWD)	10-Speed Automatic	TBD	TBD	TBD

Selected Equipment & Specs

FFV

Dimensions

- * Exterior length: 198.8"
- * Exterior height: 69.4"
- * Min ground clearance: 7.6"
- * Rear legroom: 40.7"
- * Rear headroom: 40.4"
- * Rear hiproom: 59.1"
- * Rear shoulder room: 61.3"
- * Cargo volume: 52.0cu.ft.
- * Maximum cargo volume: 90.3cu.ft.
- * Exterior width: 78.9"
- * Wheelbase: 119.1"
- * Front legroom: 40.9"
- * Front headroom: 40.7"
- * Front hiproom: 59.3"
- * Front shoulder room: 61.8"
- * Passenger volume: 118.0cu.ft.
- * Cargo volume seats folded: 90.3cu.ft.

Powertrain

- * 285hp 3.3L DOHC 24 valve V-6 engine with variable valve control, gasoline direct injection
- * ULEV II
- * All-wheel drive
- * Fuel Economy Highway: N/A
- * Recommended fuel : regular unleaded
- * 10 speed automatic transmission with overdrive
- * Fuel Economy Cty: N/A
- * Capless fuel filler

Suspension/Handling

- * Front independent strut suspension with anti-roll bar, gas-pressurized shocks
- * Electric power-assist rack-pinion Steering
- * P255/60WR18 BSW AS front and rear tires
- * Rear independent multi-link suspension with anti-roll bar, gas-pressurized shocks
- * Front and rear 18 x 8 black steel wheels

Body Exterior

- * 4 doors
- * Black door mirrors
- * Body-coloured bumpers
- * Clearcoat paint
- * 2 front tow hook(s)
- * Driver and passenger power remote, manual folding door mirrors
- * Lip rear spoiler
- * Class III trailer hitch
- * Front and rear 18 x 8 wheels

Convenience

- * Dual zone front automatic air conditioning with air filter
- * Auxiliary rear heater
- * Power windows
- * Driver and passenger 1-touch down
- * Manual tilt steering wheel
- * Day-night rearview mirror with auto-dimming
- * 2 1st row LCD monitors
- * Driver and passenger door bins
- * Rear HVAC
- * Cruise control with steering wheel controls
- * Driver and passenger 1-touch up
- * Power door locks
- * Manual telescopic steering wheel
- * Wireless phone connectivity
- * Dual visor mirrors

Seats and Trim

- * Seating capacity of 5
- * 8-way 6-way power driver seat adjustment
- * Power height adjustable driver seat
- * 35-30-35 folding rear split-bench seat
- * Metal-look instrument panel insert
- * Front bucket seats
- * Manual driver lumbar support
- * 4-way passenger seat adjustment
- * Cloth seat upholstery

Entertainment Features



Selected Equipment & Specs (cont'd)

- * AM/FM stereo radio
- * Steering wheel mounted radio controls
- * Integrated roof antenna
- * External memory control
- * 4 speakers

Lighting, Visibility and Instrumentation

- * LED low/high beam projector beam headlights
- * LED brakelights
- * Speed sensitive wipers
- * Rear window defroster
- * Light tinted windows
- * Tachometer
- * Low tire pressure warning
- * Parking sensors
- * Traction battery level gauge
- * Fully automatic headlights
- * Variable intermittent front windshield wipers
- * Fixed interval rear windshield wiper
- * Fixed rearmost windows
- * Front and rear reading lights
- * Camera(s) - rear with washer
- * Trip computer
- * Trip odometer

Safety and Security

- * 4-wheel ABS brakes
- * 4-wheel disc brakes
- * ABS and driveline traction control
- * Dual seat mounted side impact airbag supplemental restraint system
- * Knee airbag supplemental restraint system
- * Power door locks
- * 3 manually adjustable rear head restraints
- * Brake assist with hill hold control
- * Electronic stability control
- * Dual front impact airbag supplemental restraint system
- * Curtain 1st and 2nd row overhead airbag supplemental restraint system
- * Airbag supplemental restraint system occupancy sensor
- * Manually adjustable front head restraints

Dimensions

General Weights

GVWR	6,840 lbs.	Payload	1,670 lbs.
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Trailer Type

Type	Regular	Class	III
Hitch	Yes		

General Trailering

Towing capacity	5000 lbs.
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Fuel Tank type

Capacity	21.4 gal.	Capless fuel filler	Yes
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Off Road

Min ground clearance	8 "	Load floor height	31 "
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Interior cargo

Cargo volume	52.0 cu.ft.	Cargo volume seats folded	90.3 cu.ft.
Maximum cargo volume	90.3 cu.ft.	Length to rear seat	46.2 "
Maximum width	47.9 "		

Powertrain

Engine Type

Block material	Iron	Cylinders	V-6
Head material	Aluminum	Ignition	Spark 139



Selected Equipment & Specs (cont'd)

Injection	Gasoline direct injection	Liters	3.3L
Orientation	Longitudinal	Recommended fuel	Regular unleaded
Valves per cylinder	4	Valvetrain	DOHC
Variable valve control	Yes		
Engine Spec			
Displacement	204 cu.in.		
Engine Power			
Output	285 HP @ 6,500 RPM	Torque	260 ft.-lb @ 4,000 RPM
Alternator			
Amps	250		
Battery			
Amp hours	80	Cold cranking amps	730
Engine Extras			
Oil cooler	Yes	Radiator	HD
Transmission			
Electronic control	Yes	Lock-up	Yes
Overdrive	Yes	Speed	10
Type	Automatic		
Transmission Gear Ratios			
1st	4.696	2nd	2.985
3rd	2.146	4th	1.769
5th	1.52	6th	1.275
7th	1	8th	0.854
9th	0.689	10th	0.636
Reverse Gear ratios	4.866		
Transmission Extras			
Oil cooler	Regular duty		
Drive Type			
4wd type	Automatic full-time	Type	All-wheel drive
Drive Feature			
Traction control	ABS and driveline	Locking hub control	Permanent
Drive Axle			
Ratio	3.73		
Exhaust			
Material	Stainless steel	System type	Dual
Emissions			
CARB	ULEV II	EPA	Tier 2 Bin 5
Fuel Economy			
Fuel type	Gasoline		
Fuel Economy (Alternate 1)			
Fuel type	E85		



Selected Equipment & Specs (cont'd)

Driveability

Brakes

ABS Type	4-wheel 4-wheel disc	ABS channels Vented discs	4 Front and rear
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Brake Assistance

Brake assist	Yes	Hill hold control	Yes
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Suspension Control

Ride	Regular	Electronic stability control anti-roll	Stability control with anti-roll
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Front Suspension

Independence	Independent	Type	Strut
Anti-roll bar	Regular		

Front Spring

Type	Coil	Grade	Regular
------	------	-------	---------

Front Shocks

Type	Gas-pressurized		
------	-----------------	--	--

Rear Suspension

Independence	Independent	Type	Multi-link
Anti-roll bar	Regular		

Rear Spring

Type	Coil	Grade	Regular
------	------	-------	---------

Rear Shocks

Type	Gas-pressurized		
------	-----------------	--	--

Steering

Activation	Electric power-assist	Type	Rack-pinion
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Steering Specs

# of wheels	2		
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Exterior

Front Wheels

Diameter	18"	Width	8.00"
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Rear Wheels

Diameter	18"	Width	8.00"
----------	-----	-------	-------

Spare Wheels

Wheel material	Steel		
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Front and Rear Wheels

Appearance	Black	Material	Steel
Covers	Hub		

Front Tires

Aspect	60	Diameter	18"
Sidewalls	BSW	Speed	W 141



Selected Equipment & Specs (cont'd)

Tread Width	AS 255mm	Type	P
Rear Tires			
Aspect	60	Diameter	18"
Sidewalls	BSW	Speed	W
Tread Width	AS 255mm	Type	P
Spare Tire			
Mount	Inside under cargo	Type	Compact
Wheels			
Wheelbase	119.1"		
Body Features			
Front license plate bracket	Yes	Rear spoiler	Lip
Body material	Galvanized steel/aluminum	Side impact beams	Yes
Front tow hook(s)	2		
Body Doors			
Door count	4	Left rear passenger	Conventional
Right rear passenger	Conventional	Rear cargo	Liftgate
Exterior Dimensions			
Length	198.8"	Body width	78.9"
Body height	69.4"		
Safety			
Airbags			
Driver front-impact	Yes	Driver side-impact	Seat mounted
Occupancy sensor	Yes	Overhead	Curtain 1st and 2nd row
Passenger front-impact	Yes	Passenger side-impact	Seat mounted
Knee	Passenger		
Seatbelt			
Rear centre 3 point	Yes	Height adjustable	Front
Pre-tensioners	Front	Pre-tensioners (#)	2
Seating			
Passenger Capacity			
Capacity	5		
Front Seats			
Split	Buckets	Type	Bucket
Driver Seat			
Fore/aft	Power	Height adjustable	Power
Reclining	Manual	Way direction control	8
Lumbar support	Manual	Cushion tilt	Power
Passenger seat			
Fore/aft	Manual	Reclining	Manual
Way direction control	4		



Selected Equipment & Specs (cont'd)

<i>Front Head Restraint</i>			
Control	Manual	Type	Adjustable
<i>Rear Seats</i>			
Descriptor	Split-bench	Facing	Front
Folding	35-30-35	Folding position	Fold forward seatback
Type	Fixed		
<i>Rear Head Restraints</i>			
Control	Manual	Type	Adjustable
Number	3		
<i>Front Seat Trim</i>			
Material	Cloth	Back material	Vinyl
<i>Rear Seat Trim Group</i>			
Material	Vinyl	Back material	Carpet
Convenience			
<i>AC And Heat Type</i>			
Air conditioning	Automatic	Dual zone front	Yes
Rear HVAC	Yes	Air filter	Yes
Underseat ducts	Yes	Auxiliary rear heater	Yes
Headliner/pillar ducts	Yes		
<i>Audio System</i>			
Radio	AM/FM stereo	Radio grade	Regular
Seek-scan	Yes	External memory control	External memory
<i>Audio Speakers</i>			
Speaker type	Regular	Speakers	4
<i>Audio Controls</i>			
Speed sensitive volume	Yes	Steering wheel controls	Yes
<i>Audio Antenna</i>			
Type	Integrated roof		
<i>LCD Monitors</i>			
1st row	2	Primary monitor size (inches)	4.2
<i>Cruise Control</i>			
Cruise control	With steering wheel controls		
<i>Remote Releases</i>			
Cargo access	Power		
<i>Convenience Features</i>			
Driver foot rest	Yes	Retained accessory power	Yes
12V DC power outlet	2		
<i>Door Lock Activation</i>			
Type	Power		
<i>Door Lock Type</i>			



Selected Equipment & Specs (cont'd)

Rear child safety	Manual	Tailgate/rear door lock	Included with power door locks
<i>Instrumentation Type</i>			
Display	Analog		
<i>Instrumentation Gauges</i>			
Tachometer	Yes	Engine temperature	Yes
Engine hour meter	Yes		
<i>Instrumentation Warnings</i>			
Oil pressure	Yes	Engine temperature	Yes
Battery	Yes	Lights on	Yes
Key	Yes	Low fuel	Yes
Low washer fluid	Yes	Door ajar	Yes
Trunk/liftgate ajar	Yes	Service interval	Yes
Brake fluid	Yes	Low tire pressure	Tire specific
<i>Instrumentation Displays</i>			
Clock	In-radio display	Systems monitor	Yes
Redundant digital speedometer	Yes	Camera(s) - rear	With washer
<i>Instrumentation Feature</i>			
Trip computer	Yes	Trip odometer	Yes
Parking sensors	Rear		
<i>Steering Wheel Type</i>			
Material	Urethane	Tilting	Manual
Telescoping	Manual		
<i>Front Side Windows</i>			
Window 1st row activation	Power		
<i>Windows Rear Side</i>			
2nd row activation	Power	3rd row activation	Fixed
<i>Window Features</i>			
1-touch down	Driver and passenger	1-touch up	Driver and passenger
Tinted	Light		
<i>Front Windshield</i>			
Wiper	Variable intermittent	Sun visor strip	Yes
Speed sensitive wipers	Yes		
<i>Rear Windshield</i>			
Wiper	Fixed interval	Heating	Wiper park
Defroster	Yes	Window	Fixed
Interior			
<i>Driver Visor</i>			
Mirror	Yes		
<i>Passenger Visor</i>			
Mirror	Yes		
<i>Rear View Mirror</i>			



Selected Equipment & Specs (cont'd)

Day-night	Yes	Auto-dimming	Yes
<i>Headliner</i>			
Coverage	Full	Material	Cloth
<i>Floor Trim</i>			
Coverage	Full	Covering	Vinyl/rubber
<i>Trim Feature</i>			
Instrument panel insert	Metal-look	Gear shift knob	Urethane
Door panel insert	Metal-look	Interior accents	Metal-look
<i>Lighting</i>			
Dome light type	Fade	Front reading	Yes
Rear reading	Yes	Variable IP lighting	Yes
<i>Overhead Console Storage</i>			
Storage	Yes	Type	Mini
<i>Storage</i>			
Driver door bin	Yes	Glove box	Locking
Passenger door bin	Yes	Dashboard	Yes
<i>Cargo Space Trim</i>			
Floor	Carpet	Trunk lid/rear cargo door	Plastic
<i>Cargo Space Feature</i>			
Tie downs	Yes	Light	Yes
Cargo tray/organizer	Yes		
<i>Legroom</i>			
Front	40.9"	Rear	40.7"
<i>Headroom</i>			
Front	40.7"	Rear	40.4"
<i>Hip Room</i>			
Front	59.3"	Rear	59.1"
<i>Shoulder Room</i>			
Front	61.8"	Rear	61.3"
<i>Interior Volume</i>			
Passenger volume	118.0 cu.ft.		



Standard Equipment & Specs

Dimensions

- * Exterior length: 198.8"
- * Exterior height: 69.4"
- * Min ground clearance: 7.4"
- * Rear legroom: 40.7"
- * Rear headroom: 40.4"
- * Rear hiproom: 59.1"
- * Rear shoulder room: 61.3"
- * Cargo volume: 52.0cu.ft.
- * Maximum cargo volume: 90.3cu.ft.
- * Exterior width: 78.9"
- * Wheelbase: 119.1"
- * Front legroom: 40.9"
- * Front headroom: 40.7"
- * Front hiproom: 59.3"
- * Front shoulder room: 61.8"
- * Passenger volume: 118.0cu.ft.
- * Cargo volume seats folded: 90.3cu.ft.

Powertrain

- * 285hp 3.3L DOHC 24 valve V-6 engine with variable valve control, port/direct injection
- * ULEV II
- * All-wheel drive
- * Fuel Economy Highway: N/A
- * Recommended fuel : regular unleaded
- * 10 speed automatic transmission with overdrive
- * Fuel Economy Cty: N/A
- * Capless fuel filler

Suspension/Handling

- * Front independent strut suspension with anti-roll bar, gas-pressurized shocks
- * Electric power-assist rack-pinion Steering
- * P255/60WR18 BSW AS front and rear tires
- * Rear independent multi-link suspension with anti-roll bar, gas-pressurized shocks
- * Front and rear 18 x 8 black steel wheels

Body Exterior

- * 4 doors
- * Black door mirrors
- * Body-coloured bumpers
- * Clearcoat paint
- * 2 front tow hook(s)
- * Driver and passenger power remote, manual folding door mirrors
- * Lip rear spoiler
- * Class III trailer hitch
- * Front and rear 18 x 8 wheels

Convenience

- * Dual zone front automatic air conditioning with air filter
- * Power windows
- * Driver and passenger 1-touch down
- * Manual tilt steering wheel
- * Day-night rearview mirror
- * 1 1st row LCD monitor
- * Driver and passenger door bins
- * Cruise control with steering wheel controls
- * Driver and passenger 1-touch up
- * Power door locks
- * Manual telescopic steering wheel
- * Wireless phone connectivity
- * Dual visor mirrors

Seats and Trim

- * Seating capacity of 5
- * 8-way 6-way power driver seat adjustment
- * Power height adjustable driver seat
- * 35-30-35 folding rear split-bench seat
- * Metal-look instrument panel insert
- * Front bucket seats
- * Manual driver lumbar support
- * 4-way passenger seat adjustment
- * Cloth seat upholstery

Entertainment Features

- * AM/FM stereo radio
- * External memory control



Standard Equipment & Specs (cont'd)

- * Steering wheel mounted radio controls
- * Integrated roof antenna
- * 4 speakers

Lighting, Visibility and Instrumentation

- * LED low/high beam projector beam headlights
- * LED brakelights
- * Speed sensitive wipers
- * Rear window defroster
- * Deep tinted windows
- * Tachometer
- * Low tire pressure warning
- * Trip odometer
- * Fully automatic headlights
- * Variable intermittent front windshield wipers
- * Fixed interval rear windshield wiper
- * Fixed rearmost windows
- * Front and rear reading lights
- * Camera(s) - rear with washer
- * Trip computer
- * Traction battery level gauge

Safety and Security

- * 4-wheel ABS brakes
- * 4-wheel disc brakes
- * ABS and driveline traction control
- * Dual seat mounted side impact airbag supplemental restraint system
- * Knee airbag supplemental restraint system
- * Power door locks
- * 3 manually adjustable rear head restraints
- * Brake assist with hill hold control
- * Electronic stability control
- * Dual front impact airbag supplemental restraint system
- * Curtain 1st and 2nd row overhead airbag supplemental restraint system
- * Airbag supplemental restraint system occupancy sensor
- * Manually adjustable front head restraints

Dimensions

General Weights

GVWR	6,840 lbs.	Payload	1,670 lbs.
------	------------	---------	------------

Trailer Type

Type	Regular	Class	III
Hitch	Yes		

General Trailering

Towing capacity	5000 lbs.
-----------------	-----------

Fuel Tank type

Capacity	18.99 gal.	Capless fuel filler	Yes
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Off Road

Min ground clearance	7 "	Load floor height	31 "
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Interior cargo

Cargo volume	52.0 cu.ft.	Cargo volume seats folded	90.3 cu.ft.
Maximum cargo volume	90.3 cu.ft.	Length to rear seat	46.2 "
Maximum width	47.9 "		

Powertrain

Engine Type

Block material	Iron	Cylinders	V-6
Head material	Aluminum	Ignition	Spark
Injection	Port/direct injection	Liters	3.3L
Orientation	Longitudinal	Recommended fuel	Regular unleaded ¹
Valves per cylinder	4	Valvetrain	DOHC ¹⁴⁷



Standard Equipment & Specs (cont'd)

Variable valve control	Yes		
Engine Spec			
Displacement	204 cu.in.		
Engine Power			
Output	285 HP @ 6,500 RPM	Torque	260 ft.-lb @ 4,000 RPM
Alternator			
Type	Hybrid electric motor	Amps	220
Battery			
Amp hours	80	Cold cranking amps	800
Type	HD		
Engine Extras			
Oil cooler	Yes	Radiator	HD
Starter	Hybrid electric motor		
Transmission			
Electronic control	Yes	Lock-up	Yes
Overdrive	Yes	Speed	10
Type	Automatic		
Transmission Gear Ratios			
1st	4.696	2nd	2.985
3rd	2.146	4th	1.769
5th	1.52	6th	1.275
7th	1	8th	0.854
9th	0.689	10th	0.636
Reverse Gear ratios	4.866		
Transmission Extras			
Oil cooler	Regular duty		
Drive Type			
4wd type	Automatic full-time	Type	All-wheel drive
Drive Feature			
Traction control	ABS and driveline	Locking hub control	Permanent
Drive Axle			
Ratio	3.73		
Electric Vehicle Battery Pack			
Type	Lithium ion		
Exhaust			
Material	Stainless steel	System type	Dual
Emissions			
CARB	ULEV II	EPA	Tier 2 Bin 5
Fuel Economy			
Fuel type	Gasoline		

Driveability



Standard Equipment & Specs (cont'd)

Brakes			
ABS	4-wheel	ABS channels	4
Type	4-wheel disc	Vented discs	Front and rear
Brake Assistance			
Brake assist	Yes	Hill hold control	Yes
Suspension Control			
Ride	Regular	Electronic stability control	Stability control with anti-roll
Front Suspension			
Independence	Independent	Type	Strut
Anti-roll bar	Regular		
Front Spring			
Type	Coil	Grade	Regular
Front Shocks			
Type	Gas-pressurized		
Rear Suspension			
Independence	Independent	Type	Multi-link
Anti-roll bar	Regular		
Rear Spring			
Type	Coil	Grade	Regular
Rear Shocks			
Type	Gas-pressurized		
Steering			
Activation	Electric power-assist	Type	Rack-pinion
Steering Specs			
# of wheels	2		
Exterior			
Front Wheels			
Diameter	18"	Width	8.00"
Rear Wheels			
Diameter	18"	Width	8.00"
Spare Wheels			
Wheel material	Steel		
Front and Rear Wheels			
Appearance	Black	Material	Steel
Covers	Hub		
Front Tires			
Aspect	60	Diameter	18"
Sidewalls	BSW	Speed	W
Tread	AS	Type	F 149
Width	255mm		



Standard Equipment & Specs (cont'd)

Rear Tires			
Aspect	60	Diameter	18"
Sidewalls	BSW	Speed	W
Tread	AS	Type	P
Width	255mm		
Spare Tire			
Mount	Inside under cargo	Type	Compact
Wheels			
Wheelbase	119.1"		
Body Features			
Rear spoiler	Lip	Body material	Galvanized steel/aluminum
Side impact beams	Yes	Front tow hook(s)	2
Body Doors			
Door count	4	Left rear passenger	Conventional
Right rear passenger	Conventional	Rear cargo	Liftgate
Exterior Dimensions			
Length	198.8"	Body width	78.9"
Body height	69.4"		
Safety			
Airbags			
Driver front-impact	Yes	Driver side-impact	Seat mounted
Occupancy sensor	Yes	Overhead	Curtain 1st and 2nd row
Passenger front-impact	Yes	Passenger side-impact	Seat mounted
Knee	Passenger		
Seatbelt			
Rear centre 3 point	Yes	Height adjustable	Front
Pre-tensioners	Front	Pre-tensioners (#)	2
Seating			
Passenger Capacity			
Capacity	5		
Front Seats			
Split	Buckets	Type	Bucket
Driver Seat			
Fore/aft	Power	Height adjustable	Power
Reclining	Manual	Way direction control	8
Lumbar support	Manual	Cushion tilt	Power
Passenger seat			
Fore/aft	Manual	Reclining	Manual
Way direction control	4		
Front Head Restraint			
Control	Manual	Type	Adjustable 150



Standard Equipment & Specs (cont'd)

<i>Rear Seats</i>			
Descriptor	Split-bench	Facing	Front
Folding	35-30-35	Folding position	Fold forward seatback
Type	Fixed		
<i>Rear Head Restraints</i>			
Control	Manual	Type	Adjustable
Number	3		
<i>Front Seat Trim</i>			
Material	Cloth	Back material	Vinyl
<i>Rear Seat Trim Group</i>			
Material	Vinyl	Back material	Carpet
Convenience			
<i>AC And Heat Type</i>			
Air conditioning	Automatic	Dual zone front	Yes
Air filter	Yes	Underseat ducts	Yes
<i>Audio System</i>			
Radio	AM/FM stereo	Radio grade	Regular
Seek-scan	Yes	External memory control	External memory control
<i>Audio Speakers</i>			
Speaker type	Regular	Speakers	4
<i>Audio Controls</i>			
Speed sensitive volume	Yes	Steering wheel controls	Yes
<i>Audio Antenna</i>			
Type	Integrated roof		
<i>LCD Monitors</i>			
1st row	1	Primary monitor size (inches)	4.2
<i>Cruise Control</i>			
Cruise control	With steering wheel controls		
<i>Remote Releases</i>			
Cargo access	Power		
<i>Convenience Features</i>			
Driver foot rest	Yes	Retained accessory power	Yes
12V DC power outlet	2		
<i>Door Lock Activation</i>			
Type	Power		
<i>Door Lock Type</i>			
Rear child safety	Manual	Tailgate/rear door lock	Included with power door locks
<i>Instrumentation Type</i>			
Display	Analog		



Standard Equipment & Specs (cont'd)

<i>Instrumentation Gauges</i>			
Tachometer	Yes	Engine temperature	Yes
Engine hour meter	Yes		
<i>Instrumentation Warnings</i>			
Oil pressure	Yes	Engine temperature	Yes
Battery	Yes	Lights on	Yes
Key	Yes	Low fuel	Yes
Low washer fluid	Yes	Door ajar	Yes
Trunk/liftgate ajar	Yes	Service interval	Yes
Brake fluid	Yes	Low tire pressure	Tire specific
<i>Instrumentation Displays</i>			
Clock	In-radio display	Systems monitor	Yes
Redundant digital speedometer	Yes	Camera(s) - rear	With washer
<i>Instrumentation Feature</i>			
Trip computer	Yes	Trip odometer	Yes
<i>Steering Wheel Type</i>			
Material	Urethane	Tilting	Manual
Telescoping	Manual		
<i>Front Side Windows</i>			
Window 1st row activation	Power		
<i>Windows Rear Side</i>			
2nd row activation	Power	3rd row activation	Fixed
<i>Window Features</i>			
1-touch down	Driver and passenger	1-touch up	Driver and passenger
Tinted	Deep		
<i>Front Windshield</i>			
Wiper	Variable intermittent	Sun visor strip	Yes
Speed sensitive wipers	Yes		
<i>Rear Windshield</i>			
Wiper	Fixed interval	Heating	Wiper park
Defroster	Yes	Window	Fixed
Interior			
<i>Driver Visor</i>			
Mirror	Yes		
<i>Passenger Visor</i>			
Mirror	Yes		
<i>Rear View Mirror</i>			
Day-night	Yes		
<i>Headliner</i>			
Coverage	Full	Material	Cloth
<i>Floor Trim</i>			



Standard Equipment & Specs (cont'd)

Coverage	Full	Covering	Vinyl/rubber
<i>Trim Feature</i>			
Instrument panel insert	Metal-look	Gear shift knob	Urethane
Door panel insert	Metal-look	Interior accents	Metal-look
<i>Lighting</i>			
Dome light type	Fade	Front reading	Yes
Rear reading	Yes	Variable IP lighting	Yes
<i>Overhead Console Storage</i>			
Storage	Yes	Type	Mini
<i>Storage</i>			
Driver door bin	Yes	Glove box	Locking
Passenger door bin	Yes	Dashboard	Yes
<i>Cargo Space Trim</i>			
Floor	Carpet	Trunk lid/rear cargo door	Plastic
<i>Cargo Space Feature</i>			
Tie downs	Yes	Light	Yes
Cargo tray/organizer	Yes		
<i>Legroom</i>			
Front	40.9"	Rear	40.7"
<i>Headroom</i>			
Front	40.7"	Rear	40.4"
<i>Hip Room</i>			
Front	59.3"	Rear	59.1"
<i>Shoulder Room</i>			
Front	61.8"	Rear	61.3"
<i>Interior Volume</i>			
Passenger volume	118.0 cu.ft.		



525 North 16th St, Sacramento, California, 958110592
Office: 916-442-6931
Fax: 916-442-0805

Utility
AWD Base(K8A)
Price Level: 20

Warranty - Selected Equipment & Specs

Warranty

Basic

Distance	36,000 miles	Months	36 months
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Powertrain

Distance	100,000 miles	Months	60 months
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Corrosion Perforation

Distance	Unlimited miles	Months	60 months
----------	-----------------	--------	-----------

Roadside Assistance

Distance	60,000 miles	Months	60 months
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Hybrid Electrical Components

Distance	100,000 miles	Months	96 months
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Warranty - Standard Equipment & Specs

Warranty

Basic

Distance	36,000 miles	Months	36 months
----------	--------------	--------	-----------

Powertrain

Distance	100,000 miles	Months	60 months
----------	---------------	--------	-----------

Corrosion Perforation

Distance	Unlimited miles	Months	60 months
----------	-----------------	--------	-----------

Roadside Assistance

Distance	60,000 miles	Months	60 months
----------	--------------	--------	-----------

Hybrid Electrical Components

Distance	100,000 miles	Months	96 months
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Selected Equipment & Specs

Hybrid

Dimensions

- * Exterior length: 198.8"
- * Exterior height: 69.4"
- * Min ground clearance: 7.4"
- * Rear legroom: 40.7"
- * Rear headroom: 40.4"
- * Rear hiproom: 59.1"
- * Rear shoulder room: 61.3"
- * Cargo volume: 52.0cu.ft.
- * Maximum cargo volume: 90.3cu.ft.
- * Exterior width: 78.9"
- * Wheelbase: 119.1"
- * Front legroom: 40.9"
- * Front headroom: 40.7"
- * Front hiproom: 59.3"
- * Front shoulder room: 61.8"
- * Passenger volume: 118.0cu.ft.
- * Cargo volume seats folded: 90.3cu.ft.

Powertrain

- * 285hp 3.3L DOHC 24 valve V-6 engine with variable valve control, port/direct injection
- * ULEV II
- * All-wheel drive
- * Fuel Economy Highway: N/A
- * Recommended fuel : regular unleaded
- * 10 speed automatic transmission with overdrive
- * Fuel Economy Cty: N/A
- * Capless fuel filler

Suspension/Handling

- * Front independent strut suspension with anti-roll bar, gas-pressurized shocks
- * Electric power-assist rack-pinion Steering
- * P255/60WR18 BSW AS front and rear tires
- * Rear independent multi-link suspension with anti-roll bar, gas-pressurized shocks
- * Front and rear 18 x 8 black steel wheels

Body Exterior

- * 4 doors
- * Black door mirrors
- * Body-coloured bumpers
- * Clearcoat paint
- * 2 front tow hook(s)
- * Driver and passenger power remote, manual folding door mirrors
- * Lip rear spoiler
- * Class III trailer hitch
- * Front and rear 18 x 8 wheels

Convenience

- * Dual zone front automatic air conditioning with air filter
- * Auxiliary rear heater
- * Power windows
- * Driver and passenger 1-touch down
- * Manual tilt steering wheel
- * Day-night rearview mirror with auto-dimming
- * 2 1st row LCD monitors
- * Driver and passenger door bins
- * Rear HVAC
- * Cruise control with steering wheel controls
- * Driver and passenger 1-touch up
- * Power door locks
- * Manual telescopic steering wheel
- * Wireless phone connectivity
- * Dual visor mirrors

Seats and Trim

- * Seating capacity of 5
- * 8-way 6-way power driver seat adjustment
- * Power height adjustable driver seat
- * 35-30-35 folding rear split-bench seat
- * Metal-look instrument panel insert
- * Front bucket seats
- * Manual driver lumbar support
- * 4-way passenger seat adjustment
- * Cloth seat upholstery

Entertainment Features



Selected Equipment & Specs (cont'd)

- * AM/FM stereo radio
- * Steering wheel mounted radio controls
- * Integrated roof antenna
- * External memory control
- * 4 speakers

Lighting, Visibility and Instrumentation

- * LED low/high beam projector beam headlights
- * LED brakelights
- * Speed sensitive wipers
- * Rear window defroster
- * Light tinted windows
- * Tachometer
- * Low tire pressure warning
- * Parking sensors
- * Traction battery level gauge
- * Fully automatic headlights
- * Variable intermittent front windshield wipers
- * Fixed interval rear windshield wiper
- * Fixed rearmost windows
- * Front and rear reading lights
- * Camera(s) - rear with washer
- * Trip computer
- * Trip odometer

Safety and Security

- * 4-wheel ABS brakes
- * 4-wheel disc brakes
- * ABS and driveline traction control
- * Dual seat mounted side impact airbag supplemental restraint system
- * Knee airbag supplemental restraint system
- * Power door locks
- * 3 manually adjustable rear head restraints
- * Brake assist with hill hold control
- * Electronic stability control
- * Dual front impact airbag supplemental restraint system
- * Curtain 1st and 2nd row overhead airbag supplemental restraint system
- * Airbag supplemental restraint system occupancy sensor
- * Manually adjustable front head restraints

Dimensions

<i>General Weights</i>			
GVWR	6,840 lbs.	Payload	1,670 lbs.
<i>Trailer Type</i>			
Type	Regular	Class	III
Hitch	Yes		
<i>General Trailering</i>			
Towing capacity	5000 lbs.		
<i>Fuel Tank type</i>			
Capacity	18.99 gal.	Capless fuel filler	Yes
<i>Off Road</i>			
Min ground clearance	7 "	Load floor height	31 "
<i>Interior cargo</i>			
Cargo volume	52.0 cu.ft.	Cargo volume seats folded	90.3 cu.ft.
Maximum cargo volume	90.3 cu.ft.	Length to rear seat	46.2 "
Maximum width	47.9 "		

Powertrain

<i>Engine Type</i>			
Block material	Iron	Cylinders	V-6
Head material	Aluminum	Ignition	Spar. 157



Selected Equipment & Specs (cont'd)

Injection	Port/direct injection	Liters	3.3L
Orientation	Longitudinal	Recommended fuel	Regular unleaded
Valves per cylinder	4	Valvetrain	DOHC
Variable valve control	Yes		
Engine Spec			
Displacement	204 cu.in.		
Engine Power			
Output	285 HP @ 6,500 RPM	Torque	260 ft.-lb @ 4,000 RPM
Alternator			
Type	Hybrid electric motor	Amps	220
Battery			
Amp hours	80	Cold cranking amps	800
Type	HD		
Engine Extras			
Oil cooler	Yes	Radiator	HD
Starter	Hybrid electric motor		
Transmission			
Electronic control	Yes	Lock-up	Yes
Overdrive	Yes	Speed	10
Type	Automatic		
Transmission Gear Ratios			
1st	4.696	2nd	2.985
3rd	2.146	4th	1.769
5th	1.52	6th	1.275
7th	1	8th	0.854
9th	0.689	10th	0.636
Reverse Gear ratios	4.866		
Transmission Extras			
Oil cooler	Regular duty		
Drive Type			
4wd type	Automatic full-time	Type	All-wheel drive
Drive Feature			
Traction control	ABS and driveline	Locking hub control	Permanent
Drive Axle			
Ratio	3.73		
Electric Vehicle Battery Pack			
Type	Lithium ion		
Exhaust			
Material	Stainless steel	System type	Dual
Emissions			
CARB	ULEV II	EPA	Tier 2 Bin 5
fuel Economy			158



Selected Equipment & Specs (cont'd)

Fuel type	Gasoline		
Driveability			
<i>Brakes</i>			
ABS Type	4-wheel 4-wheel disc	ABS channels Vented discs	4 Front and rear
<i>Brake Assistance</i>			
Brake assist	Yes	Hill hold control	Yes
<i>Suspension Control</i>			
Ride	Regular	Electronic stability control anti-roll	Stability control with
<i>Front Suspension</i>			
Independence Anti-roll bar	Independent Regular	Type	Strut
<i>Front Spring</i>			
Type	Coil	Grade	Regular
<i>Front Shocks</i>			
Type	Gas-pressurized		
<i>Rear Suspension</i>			
Independence Anti-roll bar	Independent Regular	Type	Multi-link
<i>Rear Spring</i>			
Type	Coil	Grade	Regular
<i>Rear Shocks</i>			
Type	Gas-pressurized		
<i>Steering</i>			
Activation	Electric power-assist	Type	Rack-pinion
<i>Steering Specs</i>			
# of wheels	2		
Exterior			
<i>Front Wheels</i>			
Diameter	18"	Width	8.00"
<i>Rear Wheels</i>			
Diameter	18"	Width	8.00"
<i>Spare Wheels</i>			
Wheel material	Steel		
<i>Front and Rear Wheels</i>			
Appearance Covers	Black Hub	Material	Steel
<i>Front Tires</i>			
Aspect	60	Diameter	18 ¹⁵⁹



Selected Equipment & Specs (cont'd)

Sidewalls	BSW	Speed	W
Tread	AS	Type	P
Width	255mm		
Rear Tires			
Aspect	60	Diameter	18"
Sidewalls	BSW	Speed	W
Tread	AS	Type	P
Width	255mm		
Spare Tire			
Mount	Inside under cargo	Type	Compact
Wheels			
Wheelbase	119.1"		
Body Features			
Front license plate bracket	Yes	Rear spoiler	Lip
Body material	Galvanized steel/aluminum	Side impact beams	Yes
Front tow hook(s)	2		
Body Doors			
Door count	4	Left rear passenger	Conventional
Right rear passenger	Conventional	Rear cargo	Liftgate
Exterior Dimensions			
Length	198.8"	Body width	78.9"
Body height	69.4"		
Safety			
Airbags			
Driver front-impact	Yes	Driver side-impact	Seat mounted
Occupancy sensor	Yes	Overhead	Curtain 1st and 2nd row
Passenger front-impact	Yes	Passenger side-impact	Seat mounted
Knee	Passenger		
Seatbelt			
Rear centre 3 point	Yes	Height adjustable	Front
Pre-tensioners	Front	Pre-tensioners (#)	2
Seating			
Passenger Capacity			
Capacity	5		
Front Seats			
Split	Buckets	Type	Bucket
Driver Seat			
Fore/aft	Power	Height adjustable	Power
Reclining	Manual	Way direction control	8
Lumbar support	Manual	Cushion tilt	Power
Passenger seat			
Fore/aft	Manual	Reclining	Manual 160



Selected Equipment & Specs (cont'd)

Way direction control	4		
<i>Front Head Restraint</i>			
Control	Manual	Type	Adjustable
<i>Rear Seats</i>			
Descriptor	Split-bench	Facing	Front
Folding	35-30-35	Folding position	Fold forward seatback
Type	Fixed		
<i>Rear Head Restraints</i>			
Control	Manual	Type	Adjustable
Number	3		
<i>Front Seat Trim</i>			
Material	Cloth	Back material	Vinyl
<i>Rear Seat Trim Group</i>			
Material	Vinyl	Back material	Carpet
Convenience			
<i>AC And Heat Type</i>			
Air conditioning	Automatic	Dual zone front	Yes
Rear HVAC	Yes	Air filter	Yes
Underseat ducts	Yes	Auxiliary rear heater	Yes
Headliner/pillar ducts	Yes		
<i>Audio System</i>			
Radio	AM/FM stereo	Radio grade	Regular
Seek-scan	Yes	External memory control	External memory
<i>Audio Speakers</i>			
Speaker type	Regular	Speakers	4
<i>Audio Controls</i>			
Speed sensitive volume	Yes	Steering wheel controls	Yes
<i>Audio Antenna</i>			
Type	Integrated roof		
<i>LCD Monitors</i>			
1st row	2	Primary monitor size (inches)	4.2
<i>Cruise Control</i>			
Cruise control	With steering wheel controls		
<i>Remote Releases</i>			
Cargo access	Power		
<i>Convenience Features</i>			
Driver foot rest	Yes	Retained accessory power	Yes
12V DC power outlet	2		
<i>Door Lock Activation</i>			
Type	Power		



Selected Equipment & Specs (cont'd)

<i>Door Lock Type</i>				
Rear child safety	Manual	Tailgate/rear door lock	Included with power door locks	
<i>Instrumentation Type</i>				
Display	Analog			
<i>Instrumentation Gauges</i>				
Tachometer	Yes	Engine temperature		Yes
Engine hour meter	Yes			
<i>Instrumentation Warnings</i>				
Oil pressure	Yes	Engine temperature		Yes
Battery	Yes	Lights on		Yes
Key	Yes	Low fuel		Yes
Low washer fluid	Yes	Door ajar		Yes
Trunk/liftgate ajar	Yes	Service interval		Yes
Brake fluid	Yes	Low tire pressure		Tire specific
<i>Instrumentation Displays</i>				
Clock	In-radio display	Systems monitor		Yes
Redundant digital speedometer	Yes	Camera(s) - rear		With washer
<i>Instrumentation Feature</i>				
Trip computer	Yes	Trip odometer		Yes
Parking sensors	Rear			
<i>Steering Wheel Type</i>				
Material	Urethane	Tilting		Manual
Telescoping	Manual			
<i>Front Side Windows</i>				
Window 1st row activation	Power			
<i>Windows Rear Side</i>				
2nd row activation	Power	3rd row activation		Fixed
<i>Window Features</i>				
1-touch down	Driver and passenger	1-touch up		Driver and passenger
Tinted	Light			
<i>Front Windshield</i>				
Wiper	Variable intermittent	Sun visor strip		Yes
Speed sensitive wipers	Yes			
<i>Rear Windshield</i>				
Wiper	Fixed interval	Heating		Wiper park
Defroster	Yes	Window		Fixed
Interior				
<i>Driver Visor</i>				
Mirror	Yes			
<i>Passenger Visor</i>				
Mirror	Yes			



Selected Equipment & Specs (cont'd)

<i>Rear View Mirror</i>			
Day-night	Yes	Auto-dimming	Yes
<i>Headliner</i>			
Coverage	Full	Material	Cloth
<i>Floor Trim</i>			
Coverage	Full	Covering	Vinyl/rubber
<i>Trim Feature</i>			
Instrument panel insert	Metal-look	Gear shift knob	Urethane
Door panel insert	Metal-look	Interior accents	Metal-look
<i>Lighting</i>			
Dome light type	Fade	Front reading	Yes
Rear reading	Yes	Variable IP lighting	Yes
<i>Overhead Console Storage</i>			
Storage	Yes	Type	Mini
<i>Storage</i>			
Driver door bin	Yes	Glove box	Locking
Passenger door bin	Yes	Dashboard	Yes
<i>Cargo Space Trim</i>			
Floor	Carpet	Trunk lid/rear cargo door	Plastic
<i>Cargo Space Feature</i>			
Tie downs	Yes	Light	Yes
Cargo tray/organizer	Yes		
<i>Legroom</i>			
Front	40.9"	Rear	40.7"
<i>Headroom</i>			
Front	40.7"	Rear	40.4"
<i>Hip Room</i>			
Front	59.3"	Rear	59.1"
<i>Shoulder Room</i>			
Front	61.8"	Rear	61.3"
<i>Interior Volume</i>			
Passenger volume	118.0 cu.ft.		



Standard Equipment & Specs

Dimensions

- * Exterior length: 198.8"
- * Exterior height: 69.4"
- * Min ground clearance: 7.4"
- * Rear legroom: 40.7"
- * Rear headroom: 40.4"
- * Rear hiproom: 59.1"
- * Rear shoulder room: 61.3"
- * Cargo volume: 52.0cu.ft.
- * Maximum cargo volume: 90.3cu.ft.
- * Exterior width: 78.9"
- * Wheelbase: 119.1"
- * Front legroom: 40.9"
- * Front headroom: 40.7"
- * Front hiproom: 59.3"
- * Front shoulder room: 61.8"
- * Passenger volume: 118.0cu.ft.
- * Cargo volume seats folded: 90.3cu.ft.

Powertrain

- * 285hp 3.3L DOHC 24 valve V-6 engine with variable valve control, port/direct injection
- * ULEV II
- * All-wheel drive
- * Fuel Economy Highway: N/A
- * Recommended fuel : regular unleaded
- * 10 speed automatic transmission with overdrive
- * Fuel Economy Cty: N/A
- * Capless fuel filler

Suspension/Handling

- * Front independent strut suspension with anti-roll bar, gas-pressurized shocks
- * Electric power-assist rack-pinion Steering
- * P255/60WR18 BSW AS front and rear tires
- * Rear independent multi-link suspension with anti-roll bar, gas-pressurized shocks
- * Front and rear 18 x 8 black steel wheels

Body Exterior

- * 4 doors
- * Black door mirrors
- * Body-coloured bumpers
- * Clearcoat paint
- * 2 front tow hook(s)
- * Driver and passenger power remote, manual folding door mirrors
- * Lip rear spoiler
- * Class III trailer hitch
- * Front and rear 18 x 8 wheels

Convenience

- * Dual zone front automatic air conditioning with air filter
- * Power windows
- * Driver and passenger 1-touch down
- * Manual tilt steering wheel
- * Day-night rearview mirror
- * 1 1st row LCD monitor
- * Driver and passenger door bins
- * Cruise control with steering wheel controls
- * Driver and passenger 1-touch up
- * Power door locks
- * Manual telescopic steering wheel
- * Wireless phone connectivity
- * Dual visor mirrors

Seats and Trim

- * Seating capacity of 5
- * 8-way 6-way power driver seat adjustment
- * Power height adjustable driver seat
- * 35-30-35 folding rear split-bench seat
- * Metal-look instrument panel insert
- * Front bucket seats
- * Manual driver lumbar support
- * 4-way passenger seat adjustment
- * Cloth seat upholstery

Entertainment Features

- * AM/FM stereo radio
- * External memory control



Standard Equipment & Specs (cont'd)

- * Steering wheel mounted radio controls
- * Integrated roof antenna
- * 4 speakers

Lighting, Visibility and Instrumentation

- * LED low/high beam projector beam headlights
- * LED brakelights
- * Speed sensitive wipers
- * Rear window defroster
- * Deep tinted windows
- * Tachometer
- * Low tire pressure warning
- * Trip odometer
- * Fully automatic headlights
- * Variable intermittent front windshield wipers
- * Fixed interval rear windshield wiper
- * Fixed rearmost windows
- * Front and rear reading lights
- * Camera(s) - rear with washer
- * Trip computer
- * Traction battery level gauge

Safety and Security

- * 4-wheel ABS brakes
- * 4-wheel disc brakes
- * ABS and driveline traction control
- * Dual seat mounted side impact airbag supplemental restraint system
- * Knee airbag supplemental restraint system
- * Power door locks
- * 3 manually adjustable rear head restraints
- * Brake assist with hill hold control
- * Electronic stability control
- * Dual front impact airbag supplemental restraint system
- * Curtain 1st and 2nd row overhead airbag supplemental restraint system
- * Airbag supplemental restraint system occupancy sensor
- * Manually adjustable front head restraints

Dimensions

General Weights

GVWR	6,840 lbs.	Payload	1,670 lbs.
------	------------	---------	------------

Trailer Type

Type	Regular	Class	III
Hitch	Yes		

General Trailering

Towing capacity	5000 lbs.
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Fuel Tank type

Capacity	18.99 gal.	Capless fuel filler	Yes
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Off Road

Min ground clearance	7 "	Load floor height	31 "
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Interior cargo

Cargo volume	52.0 cu.ft.	Cargo volume seats folded	90.3 cu.ft.
Maximum cargo volume	90.3 cu.ft.	Length to rear seat	46.2 "
Maximum width	47.9 "		

Powertrain

Engine Type

Block material	Iron	Cylinders	V-6
Head material	Aluminum	Ignition	Spark
Injection	Port/direct injection	Liters	3.3L
Orientation	Longitudinal	Recommended fuel	Regular unleaded
Valves per cylinder	4	Valvetrain	DOHC 165



Standard Equipment & Specs (cont'd)

Variable valve control	Yes		
Engine Spec			
Displacement	204 cu.in.		
Engine Power			
Output	285 HP @ 6,500 RPM	Torque	260 ft.-lb @ 4,000 RPM
Alternator			
Type	Hybrid electric motor	Amps	220
Battery			
Amp hours	80	Cold cranking amps	800
Type	HD		
Engine Extras			
Oil cooler	Yes	Radiator	HD
Starter	Hybrid electric motor		
Transmission			
Electronic control	Yes	Lock-up	Yes
Overdrive	Yes	Speed	10
Type	Automatic		
Transmission Gear Ratios			
1st	4.696	2nd	2.985
3rd	2.146	4th	1.769
5th	1.52	6th	1.275
7th	1	8th	0.854
9th	0.689	10th	0.636
Reverse Gear ratios	4.866		
Transmission Extras			
Oil cooler	Regular duty		
Drive Type			
4wd type	Automatic full-time	Type	All-wheel drive
Drive Feature			
Traction control	ABS and driveline	Locking hub control	Permanent
Drive Axle			
Ratio	3.73		
Electric Vehicle Battery Pack			
Type	Lithium ion		
Exhaust			
Material	Stainless steel	System type	Dual
Emissions			
CARB	ULEV II	EPA	Tier 2 Bin 5
Fuel Economy			
Fuel type	Gasoline		

Driveability



Standard Equipment & Specs (cont'd)

Brakes			
ABS Type	4-wheel 4-wheel disc	ABS channels Vented discs	4 Front and rear
Brake Assistance			
Brake assist	Yes	Hill hold control	Yes
Suspension Control			
Ride	Regular	Electronic stability control	Stability control with anti-roll
Front Suspension			
Independence Anti-roll bar	Independent Regular	Type	Strut
Front Spring			
Type	Coil	Grade	Regular
Front Shocks			
Type	Gas-pressurized		
Rear Suspension			
Independence Anti-roll bar	Independent Regular	Type	Multi-link
Rear Spring			
Type	Coil	Grade	Regular
Rear Shocks			
Type	Gas-pressurized		
Steering			
Activation	Electric power-assist	Type	Rack-pinion
Steering Specs			
# of wheels	2		
Exterior			
Front Wheels			
Diameter	18"	Width	8.00"
Rear Wheels			
Diameter	18"	Width	8.00"
Spare Wheels			
Wheel material	Steel		
Front and Rear Wheels			
Appearance Covers	Black Hub	Material	Steel
Front Tires			
Aspect	60	Diameter	18"
Sidewalls	BSW	Speed	W
Tread	AS	Type	F 167
Width	255mm		



Standard Equipment & Specs (cont'd)

Rear Tires			
Aspect	60	Diameter	18"
Sidewalls	BSW	Speed	W
Tread	AS	Type	P
Width	255mm		
Spare Tire			
Mount	Inside under cargo	Type	Compact
Wheels			
Wheelbase	119.1"		
Body Features			
Rear spoiler	Lip	Body material	Galvanized steel/aluminum
Side impact beams	Yes	Front tow hook(s)	2
Body Doors			
Door count	4	Left rear passenger	Conventional
Right rear passenger	Conventional	Rear cargo	Liftgate
Exterior Dimensions			
Length	198.8"	Body width	78.9"
Body height	69.4"		
Safety			
Airbags			
Driver front-impact	Yes	Driver side-impact	Seat mounted
Occupancy sensor	Yes	Overhead	Curtain 1st and 2nd row
Passenger front-impact	Yes	Passenger side-impact	Seat mounted
Knee	Passenger		
Seatbelt			
Rear centre 3 point	Yes	Height adjustable	Front
Pre-tensioners	Front	Pre-tensioners (#)	2
Seating			
Passenger Capacity			
Capacity	5		
Front Seats			
Split	Buckets	Type	Bucket
Driver Seat			
Fore/aft	Power	Height adjustable	Power
Reclining	Manual	Way direction control	8
Lumbar support	Manual	Cushion tilt	Power
Passenger seat			
Fore/aft	Manual	Reclining	Manual
Way direction control	4		
Front Head Restraint			
Control	Manual	Type	Adjustable 168



Standard Equipment & Specs (cont'd)

<i>Rear Seats</i>			
Descriptor	Split-bench	Facing	Front
Folding	35-30-35	Folding position	Fold forward seatback
Type	Fixed		
<i>Rear Head Restraints</i>			
Control	Manual	Type	Adjustable
Number	3		
<i>Front Seat Trim</i>			
Material	Cloth	Back material	Vinyl
<i>Rear Seat Trim Group</i>			
Material	Vinyl	Back material	Carpet
Convenience			
<i>AC And Heat Type</i>			
Air conditioning	Automatic	Dual zone front	Yes
Air filter	Yes	Underseat ducts	Yes
<i>Audio System</i>			
Radio	AM/FM stereo	Radio grade	Regular
Seek-scan	Yes	External memory control	External memory control
<i>Audio Speakers</i>			
Speaker type	Regular	Speakers	4
<i>Audio Controls</i>			
Speed sensitive volume	Yes	Steering wheel controls	Yes
<i>Audio Antenna</i>			
Type	Integrated roof		
<i>LCD Monitors</i>			
1st row	1	Primary monitor size (inches)	4.2
<i>Cruise Control</i>			
Cruise control	With steering wheel controls		
<i>Remote Releases</i>			
Cargo access	Power		
<i>Convenience Features</i>			
Driver foot rest	Yes	Retained accessory power	Yes
12V DC power outlet	2		
<i>Door Lock Activation</i>			
Type	Power		
<i>Door Lock Type</i>			
Rear child safety	Manual	Tailgate/rear door lock	Included with power door locks
<i>Instrumentation Type</i>			
Display	Analog		



Standard Equipment & Specs (cont'd)

<i>Instrumentation Gauges</i>			
Tachometer	Yes	Engine temperature	Yes
Engine hour meter	Yes		
<i>Instrumentation Warnings</i>			
Oil pressure	Yes	Engine temperature	Yes
Battery	Yes	Lights on	Yes
Key	Yes	Low fuel	Yes
Low washer fluid	Yes	Door ajar	Yes
Trunk/liftgate ajar	Yes	Service interval	Yes
Brake fluid	Yes	Low tire pressure	Tire specific
<i>Instrumentation Displays</i>			
Clock	In-radio display	Systems monitor	Yes
Redundant digital speedometer	Yes	Camera(s) - rear	With washer
<i>Instrumentation Feature</i>			
Trip computer	Yes	Trip odometer	Yes
<i>Steering Wheel Type</i>			
Material	Urethane	Tilting	Manual
Telescoping	Manual		
<i>Front Side Windows</i>			
Window 1st row activation	Power		
<i>Windows Rear Side</i>			
2nd row activation	Power	3rd row activation	Fixed
<i>Window Features</i>			
1-touch down	Driver and passenger	1-touch up	Driver and passenger
Tinted	Deep		
<i>Front Windshield</i>			
Wiper	Variable intermittent	Sun visor strip	Yes
Speed sensitive wipers	Yes		
<i>Rear Windshield</i>			
Wiper	Fixed interval	Heating	Wiper park
Defroster	Yes	Window	Fixed
Interior			
<i>Driver Visor</i>			
Mirror	Yes		
<i>Passenger Visor</i>			
Mirror	Yes		
<i>Rear View Mirror</i>			
Day-night	Yes		
<i>Headliner</i>			
Coverage	Full	Material	Cloth
<i>Floor Trim</i>			



Standard Equipment & Specs (cont'd)

Coverage	Full	Covering	Vinyl/rubber
Trim Feature			
Instrument panel insert	Metal-look	Gear shift knob	Urethane
Door panel insert	Metal-look	Interior accents	Metal-look
Lighting			
Dome light type	Fade	Front reading	Yes
Rear reading	Yes	Variable IP lighting	Yes
Overhead Console Storage			
Storage	Yes	Type	Mini
Storage			
Driver door bin	Yes	Glove box	Locking
Passenger door bin	Yes	Dashboard	Yes
Cargo Space Trim			
Floor	Carpet	Trunk lid/rear cargo door	Plastic
Cargo Space Feature			
Tie downs	Yes	Light	Yes
Cargo tray/organizer	Yes		
Legroom			
Front	40.9"	Rear	40.7"
Headroom			
Front	40.7"	Rear	40.4"
Hip Room			
Front	59.3"	Rear	59.1"
Shoulder Room			
Front	61.8"	Rear	61.3"
Interior Volume			
Passenger volume	118.0 cu.ft.		



Warranty - Selected Equipment & Specs

Warranty

Basic

Distance	36,000 miles	Months	36 months
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Powertrain

Distance	100,000 miles	Months	60 months
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Corrosion Perforation

Distance	Unlimited miles	Months	60 months
----------	-----------------	--------	-----------

Roadside Assistance

Distance	60,000 miles	Months	60 months
----------	--------------	--------	-----------

Hybrid Electrical Components

Distance	100,000 miles	Months	96 months
----------	---------------	--------	-----------



Warranty - Standard Equipment & Specs

Warranty

Basic

Distance	36,000 miles	Months	36 months
----------	--------------	--------	-----------

Powertrain

Distance	100,000 miles	Months	60 months
----------	---------------	--------	-----------

Corrosion Perforation

Distance	Unlimited miles	Months	60 months
----------	-----------------	--------	-----------

Roadside Assistance

Distance	60,000 miles	Months	60 months
----------	--------------	--------	-----------

Hybrid Electrical Components

Distance	100,000 miles	Months	96 months
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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
03/12/2019

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 have ADDITIONAL INSURED provisions or 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).

PRODUCER FEDERATED MUTUAL INSURANCE COMPANY HOME OFFICE: P.O. BOX 328 OWATONNA, MN 55060		CONTACT NAME: CLIENT CONTACT CENTER PHONE (A/C, No, Ext): 888-333-4949 FAX (A/C, No): 507-446-4664 E-MAIL ADDRESS: CLIENTCONTACTCENTER@FEDINS.COM	
INSURED 164-265-1 DOWNTOWN FORD SALES 525 N 16TH ST SACRAMENTO, CA 95811-0518		INSURER(S) AFFORDING COVERAGE INSURER A: FEDERATED MUTUAL INSURANCE COMPANY NAIC # 13935	INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:

COVERAGES **CERTIFICATE NUMBER: 18** **REVISION NUMBER: 4**

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
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:						EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION	N	N	6046341	06/01/2018	06/01/2019	EACH OCCURRENCE \$25,000,000 AGGREGATE
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A				<input type="checkbox"/> PER STATUTE <input type="checkbox"/> DTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT
A	AUTO DEALER LIABILITY	Y	N	6046335	06/01/2018	06/01/2019	AUTO LIAB - EA ACCIDENT \$500,000 GENERAL LIABILITY: - EACH ACCIDENT \$500,000 - AGGREGATE \$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
SEE ATTACHED PAGE

CERTIFICATE HOLDER

164-265-1 18 4
 CITY OF SACRAMENTO
 C/O EXIGIS RISK MANAGEMENT SERVICES ECM #35050
 PO BOX 4668
 NEW YORK, NY 10163-4668

CANCELLATION

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

Michael G Ken

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AGENCY CUSTOMER ID: 164-265-1
LOC #: _____

ADDITIONAL REMARKS SCHEDULE

Page 1 of 1

AGENCY FEDERATED MUTUAL INSURANCE COMPANY		NAMED INSURED DOWNTOWN FORD SALES 525 N 16TH ST SACRAMENTO, CA 95811-0518	
POLICY NUMBER SEE CERTIFICATE # 18.4		EFFECTIVE DATE: SEE CERTIFICATE # 18.4	
CARRIER SEE CERTIFICATE # 18.4	NAIC CODE		

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: 25 FORM TITLE: CERTIFICATE OF LIABILITY INSURANCE

RE: AGREEMENT: 2016-0185-2, VENDOR ID: Z379994

CITY OF SACRAMENTO IS INCLUDED AS ADDITIONAL INSURED.

GENERAL LIABILITY IS PROVIDED BY THE AUTO DEALER LIABILITY COVERAGE.

A.M. BEST'S FINANCIAL STRENGTH RATING: A+

FEDERATED INSURANCE COMPANIES

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED ENDORSEMENT

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM

INSURED:

VICTORY AUTOMOTIVE GROUP INC
46352 MICHIGAN AVE
CANTON MI 48188

1. WHO IS AN INSURED for "bodily injury" and "property damage" liability is amended to include the Additional Insured specified below but only with respect to liability arising out of your operations or premises owned by or rented to you.
2. The insurance does not apply to "bodily injury" or "property damage" liability arising out of the sole negligence of the Additional Insured named below.
3. We agree to notify the Additional Insured named below at the address stated below of any cancellation of, or material change to, this policy.

Relationship of the Additional Insured to the Insured:

ANY COVERAGE PROVIDED BY THIS ENDORSEMENT APPLIES
ONLY SERVICE WORK PERFORMED BY THE NAMED INSURED
ANI: DOWNTOWN FORD SALES

Additional Insured Name and Address:

CITY OF SACRAMENTO %EXIGIS
RISK
MANAGEMENT SERVICES ECM #35050
PO BOX 4668
NEW YORK NY 10163

Includes copyrighted material of Insurance Services Office, Inc. with its permission.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – DESIGNATED PERSON
OR ORGANIZATION**

This endorsement modifies insurance provided under the following:

BUSINESSOWNERS POLICY

SCHEDULE*

Name Of Person Or Organization: CITY OF SACRAMENTO

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

The following is added to Paragraph C. **Who Is An Insured** in the Businessowners Liability Coverage Form:

4. Any person or organization shown in the Schedule is also an insured, but only with respect to liability arising out of your ongoing operations or premises owned by or rented to you.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
10/10/2018

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 have ADDITIONAL INSURED provisions or 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).

PRODUCER Marsh USA Inc. One Towne Square, Suite 1100 Southfield, MI 48076 Attn: detroit.certrequest@marsh.com CN104111100-WC-18-19	CONTACT NAME: _____	
	PHONE (A/C, No, Ext): _____	FAX (A/C, No): _____
E-MAIL ADDRESS: _____		
INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A : N/A		N/A
INSURER B : Travelers Property Casualty Company of America		25674
INSURER C : N/A		N/A
INSURER D :		
INSURER E :		
INSURER F :		

COVERAGES **CERTIFICATE NUMBER:** CHI-007356632-22 **REVISION NUMBER:** 36

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 INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER						EACH OCCURRENCE	\$
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$
							MED EXP (Any one person)	\$
							PERSONAL & ADV INJURY	\$
							GENERAL AGGREGATE	\$
							PRODUCTS - COM/OP AGG	\$
								\$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident)	\$
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
							GARAGEKEEPERS	\$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE	\$
							AGGREGATE	\$
								\$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	TROUB475M281018 TC2JUB475M280918	06/01/2018 06/01/2018	06/01/2019 06/01/2019	X PER STATUTE OTH-ER	
B							E.L. EACH ACCIDENT	\$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	\$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Waiver of Subrogation applies to Workers' Compensation in favor of the certificate holder where required by written contract.

CERTIFICATE HOLDER City of Sacramento Department of Public Works / Fleet Management Division Attn: Bobbie Small 5730 24th Street, Bldg One Sacramento, CA 95822	CANCELLATION 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 of Marsh USA Inc. Manashi Mukherjee <i>Manashi Mukherjee</i>
---	---



**WORKERS COMPENSATION
AND
EMPLOYERS LIABILITY POLICY**

ENDORSEMENT WC 00 03 13 (00) - 01

POLICY NUMBER: (TROUB-475M281-0-18)

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit any one not named in the Schedule.

SCHEDULE

DESIGNATED PERSON:

DESIGNATED ORGANIZATION:

**ANY PERSON OR ORGANIZATION FOR WHICH THE INSURED HAS AGREED
BY WRITTEN CONTRACT EXECUTED PRIOR TO LOSS TO FURNISH THIS
WAIVER.**

DATE OF ISSUE: 06-27-18

ST ASSIGN:



**WORKERS COMPENSATION
AND
EMPLOYERS LIABILITY POLICY
ENDORSEMENT WC 00 03 13 (00) -01**

POLICY NUMBER: (TC2JUB-475M280-9-18)

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit any one not named in the Schedule.

SCHEDULE

DESIGNATED PERSON:

DESIGNATED ORGANIZATION:

**ANY PERSON OR ORGANIZATION FOR WHICH THE INSURED HAS AGREED
BY WRITTEN CONTRACT EXECUTED PRIOR TO LOSS TO FURNISH THIS
WAIVER.**

DATE OF ISSUE: 06-27-18

ST ASSIGN:

BUDGET TRANSFER REQUEST
OR (CHECK ONLY ONE)
 BUDGET INCREASE REQUEST

DATE: 04/29/2020

REQUESTED BY: Jon Hopkins

DEPARTMENT: 7800

APPROVED BY:

ADMINISTRATIVE OFFICER: _____ Date: _____

ADMINISTRATIVE COMMITTEE: _____ Date: _____

BOARD OF SUPERVISORS: _____ Date: _____

AUDITOR/CONTROLLER: _____ Date: _____ Journal No.: _____

BUDGET APPROPRIATIONS				REVENUE APPROPRIATIONS			
DEPARTMENT #	ACCOUNT #	INCREASE \$	DECREASE \$	FUND/DEPT #	REVENUE #	INCREASE \$	DECREASE \$
7800	56260	52,635.10					

REASON FOR THE REQUEST:
Increase to line 7800-56260 of \$52,632.10 as per attached memo dated 4.28.20 to cover the cost of the purchase of
four Interceptors for the Sheriffs Office

BUDGET TRANSFER:
TRANSFERS BETWEEN OBJECTS: SALARIES & BENEFITS TO SERVICES & SUPPLIES - COUNTY ADMINISTRATOR APPROVAL
TRANSFERS WITHIN OBJECTS: OFFICE EXPENSE TO TRAVEL - COUNTY ADMINISTRATOR APPROVAL
FIXED ASSETS: COUNTY ADMINISTRATOR APPROVAL - UNLESS NON BUDGETED FUNDS ARE REQUIRED, THEN BOARD OF SUPERVISORS APPROVAL

BUDGET INCREASE:
TOTAL DOLLARS BUDGET INCREASE - BOARD OF SUPERVISORS APPROVAL

REVENUE APPROPRIATIONS:
IF REVENUE IS BEING TRANSFERRED FROM A DIFFERENT FUND OR A TRUST FUND, IN ADDITION TO THIS FORM, A JOURNAL IS NEEDED TO EXECUTE THE TRANSFER

Board of Supervisors Agenda Item Report

Submitting Department: Assessor

Meeting Date: May 12, 2020

SUBJECT

Assessor Megabyte 2020 MPTS Property Tax System Maintenance Support Agreement

Recommendation:

Approve

4/5 vote required:

Yes

Distribution Instructions:

Assessor; Auditor-Controller

ATTACHMENTS

- [2020_AGREEMENT MPTS PROPERTY TAX SYSTEM MAINTENANCE.pdf](#)

**AGREEMENT
MPTS PROPERTY TAX SYSTEM
MAINTENANCE**

1 THIS SUPPORT AGREEMENT, is for the term beginning July 1, 2020 and terminating June 30,
2 2021 by and between the COUNTY OF AMADOR, hereinafter referred to as the "County" and
3 MEGABYTE SYSTEMS INC, whose mailing address is 2630 Sunset Blvd, Suite 100, Rocklin,
4 California 95677, hereinafter referred to as the "Contractor". Federal Id: 77-0547969.

5 1. The County hereby engages the services of the Contractor, and the Contractor agrees to
6 serve County in accordance with the terms and conditions set forth herein.

7 2. Work. Subject to the terms and conditions set forth in this agreement, Contractor shall
8 provide the services described in Exhibit A attached hereto and incorporated herein as
9 part of this agreement.

10 3. Price. In consideration of Contractor's fulfillment of the promised work, County shall pay
11 Contractor the amount set forth in Exhibit B attached hereto and incorporated herein as
12 part of this agreement. Support to County in excess of the terms of this agreement, as
13 deemed necessary by County, will be billable to County at Contractor's standard hourly
14 rate subject to advance written approval of County. If on-site support is required, travel
15 time and expenses will be charged in addition to the hourly rate for work on-site.

16 4. Payments. County shall make payments of compensation hereunder monthly on submittal
17 of an invoice. Contract payments are due and payable to Megabyte Systems, Inc. 2630
18 Sunset Blvd, Suite 100, Rocklin, California 95677, within 15 working days of receipt of the
19 invoice. Invoices shall be submitted to:

20 COUNTY OF AMADOR
21 Office of Auditor/Controller
22 810 Court Street
23 Jackson, CA 95642

24 5. Changes. Changes and modifications to this Agreement may only be made by prior
25 written change order of County, accepted in writing by the Contractor, specifying such
26 change(s) including adjustment(s) to price and delivery schedule (if any), as are agreed to
27 by the parties hereto. In no case shall County pay for any extra work or material furnished
28 except as previously agreed upon in such a written change order. The Contractor and the

29 County shall determine whether any change or modification will cause a delay in
30 Contractor completing all work and if so, the duration of such delay.

31 6. Non-discrimination. Contractor agrees to provide services without discrimination based
32 on race, creed, color, ethnic or linguistic identification, gender or sexual preference,
33 disability or handicap or any other basis prohibited by law.

34 7. Alcohol-Free and Drug-Free Workplace. Contractor acknowledges that it has received a
35 copy of the County's policy regarding Alcohol-free and Drug-free workplace. Contractor
36 shall adhere to the policy while working on County premises as set forth on the
37 Contractor's acknowledgement attached hereto and incorporated herein as part of this
38 agreement.

39 8. County's Responsibility to Provide. County will provide, at its own expense, access to
40 Megabyte via Megabyte's network or via the Internet as long as it is at acceptable speeds
41 (County minimum of T1 or business DSL speed).

42 9. No Waiver by County. Inspection of the work by the County, or the statement by any
43 officer, agent, or employee of the County, prior to written acceptance of the work or any
44 part thereof, indicating that the work or any part thereof complies with the requirements
45 of this Agreement, or the County's payment for the whole or any part of the work, or any
46 combination of these acts, shall not relieve the Contractor of obligation to fulfill this
47 Contract as prescribed. Waiver of any provision of this Agreement by the County in any
48 single instance shall not prejudice County's right to enforcement of all provisions of this
49 Agreement in any other instance.

50 10. Hold Harmless. Contractor agrees to defend, indemnify, save and hold harmless the
51 County, its officers, agents, and employees, from and against any and all claims and
52 losses whatsoever accruing or resulting to any and all persons, firms or corporations for
53 damage, injury or death as a result of negligence by Contractor in Contractor's
54 performance of this Agreement.

55 11. Patent or Copyright Infringement.

56 A. Contractor represents that the materials and products produced hereunder do not
57 violate others intellectual property rights (which include patent, copyright, trademark,
58 trade secret or other proprietary right.) In the event a claim, cause of action,
59 proceeding or other legal action should arise in which there are claims that the
60 materials and/or products infringe or violate another's intellectual property rights,
61 Contractor shall undertake to protect, defend, settle or resolve the proceeding at no

62 cost, whatsoever, to County, including, but not by way of limitation, legal fees,
63 disbursements, judgments, or the like. Contractor shall protect, defend and
64 indemnify and hold County harmless, subject only to County giving Contractor
65 prompt written notice of any such third party claim, cause of action or proceedings
66 and rendering to Contractor any reasonable information, assistance or access to
67 documents and materials required in the defense of any such cause of action.

68 B. Should the materials and/or products in Contractor's opinion, be likely or become the
69 subject of a claim of infringement of a patent, copyright or trademark, Contractor
70 may do any of the following: (1) obtain a legally binding right for County to use, at
71 no cost to County, the material and/or product; (2) replace or modify the material
72 and/or product so that it is non-infringing yet still complies with the RFP and the
73 Contract specifications; (3) repurchase the material and/or product by refunding all
74 moneys paid by County to Contractor for the material and/or product less
75 depreciation and reasonable costs for use and such other amounts as are mutually
76 agreeable to County and Contractor.

77 12. Title to Work. Upon termination of this agreement for any reason title to, ownership of,
78 and all applicable patents, copyrights and trade secrets in the MPTS software, shall
79 remain with the contractor as owner/holder of such patents, copyrights, and trade secrets,
80 who shall retain complete rights to market such product, and no such rights shall pass to
81 County. However, County shall receive, at no additional cost, a perpetual license to use
82 such products for its own use.

83 13. Source Code. Contractor shall place source code for the licensed software and any
84 changes thereto, into a software escrow account. County shall have access to the source
85 code in the event Contractor fails to fulfill its maintenance and support obligations, or in
86 the event of bankruptcy, dissolution, or appointment of a receiver for Contractor. County
87 shall be able to use the source code according to the terms of this agreement, and must
88 also be permitted to modify the code for its own use consistent with this agreement.

89 14. Insurance. Contractor shall maintain, at Contractor's own expense during the term hereof,
90 insurance with respect to Contractor's performance of this Agreement of the types and in
91 the minimum amounts described generally as follows:

92 A. Full Workers' Compensation and Employer's Liability Insurance covering all
93 employees of Contractor as required by law in the State of California.

- 94 B. Comprehensive Public Liability Insurance or Comprehensive Liability Insurance
95 (Bodily Injury and Property Damage) of not less than One Million Dollars
96 (\$1,000,000) combined single limit per occurrence (claim made).
- 97 C. Comprehensive Automobile Liability Insurance (Bodily Injury and Property Damage)
98 on owned, hired, leased and non owned vehicles used in conjunction with
99 Contractor's business of not less than Three Hundred Thousand (\$300,000)
100 combined single limit per occurrence (claim made).

101 15. Proof of Insurance. Simultaneous with the execution of this Agreement, proof of the
102 aforementioned insurance shall be furnished by the Contractor to the Amador County
103 office of Risk Management, 810 Court Street, Jackson, CA 95642. The certificate of
104 insurance shall specify that County must be given written notice 30 days prior to the
105 cancellation or modification of any such insurance.

106 The comprehensive Liability Insurance Policy must be endorsed to name the County of
107 Amador as an Additional Insured under the policy as respects this Agreement.

108 16. Insurance in Force and Effect During Contract Period. The insurance specified above
109 shall be in a form and placed with an insurance company or companies satisfactory to
110 County, and shall be kept in force and effect until completion to the satisfaction and
111 acceptance by County of all work to be performed by the Contractor under this
112 Agreement.

113 17. Confidentiality. Confidential information is defined as all information disclosed to
114 Contractor which relates to the County's past, present, and future activities, as well as
115 activities under this Contract. Contractor will hold all such information in trust and
116 confidence. Upon cancellation or expiration of this Agreement, Contractor will return to
117 County all written and descriptive matter which contains any such confidential
118 information.

119 18. Independent Contractor. Contractor shall perform this contract as an independent
120 contractor for all purposes. Contractor is not, and shall not be deemed, a County
121 employee for any purpose, including worker's compensation. Contractor shall, at
122 Contractor's own risk and expense, determine the method and manner by which the
123 duties imposed on Contractor by this contract shall be performed; provided that County
124 may monitor the work performed by Contractor; and provided further that Contractor shall
125 observe and comply with all laws and rules applicable to County in performing the work.
126 Contractor, not County, shall be responsible for Contractor's negligence and that of
127 Contractor's agents and employees in performing the work. Contractor shall be entitled

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to none of the benefits accorded to a County employee. County shall not deduct or withhold any amounts whatsoever from the compensation paid to Contractor, including but not limited to amounts required to be withheld for state and federal taxes. Contractor alone shall be responsible for all such payments.

19. Termination. The County or Contractor may terminate this agreement with 60 days written notices.

20. Notices. All notices provided for by this Agreement shall be in writing and may be delivered by deposit in the First Class United States mail, by certified, or by registered mail, postage prepaid. All notices appertaining to the provisions of this Agreement, shall be addressed to Contractor's office, located at 2630 Sunset Blvd, Suite 100, Rocklin, California 95677. Notices to the County shall be addressed Amador County MIS Director. Effective date of all notices shall permit a minimum of five (5) days for transit in the mails.

COUNTY OF AMADOR, a political subdivision of the State of California

By _____
Chairman, Board of Supervisor's

Dated: _____

CONTRACTOR: Megabyte Systems, Inc

By Sharon G. Parks
President, Contractor

Dated: 04.22.20

EXHIBIT A

SCOPE OF SERVICE

MPTS maintenance support services

Contractor will provide the following maintenance support services:

- Hot line phone support for County's Assessor, Tax Collector and Auditor user staff, as required, concerning the operation of the property tax system – MPTS.
- Diagnosis of application problems and suggested solutions.
- Application software corrections as needed by system failure to meet system requirements. This does NOT include any fixes for problems arising through alteration of the database by means other than Contractor personnel.
- New State mandated change to the application of property and tax assessment statutes.
- Enhancements/Upgrades to the application software at the discretion of Contractor.
- Installation/Setup of application stored procedures/triggers/database-scheduled tasks when necessary.
- MPTS application training classes:
 - Web training classes
 - Training materials will be posted on the Contractor website
 - Some sessions may be offered in house for detailed hands-on training at no cost for the session (County will be responsible for travel expenses)
- Roll turnover & roll over support to accommodate County off-hour support if desired:
 - Contractor will optionally offer (based on County needs) roll turnover/rollover of scheduled jobs leaving reports out at the County (balancing/review is the responsibility of County)
 - Contractor will review for consistency and set up – completion of jobs i.e. ascertain correctness of control records, job setup, scheduling, conflicts.
 - Backup: 2nd copy of 601 rolls and tax rolls for 12-year history retention to be held by Contractor if requested by the County. Primary backup of the 601 roll and related system backups are County responsibilities.
 - Assistance with balancing property and tax assessment programs.
 - Assistance with producing fixes (i.e. mass roll changes) to correct erroneous assessment or tax roll results, whether due to County or Contractor actions. However, County is responsible for meeting statutory requirements and proper updating of the Megabyte Systems with all current data, such as tax rates. Assistance to fix problems caused by County failure to update base assessment data will be a billable item to the County.

County will provide, at its own expense, access to Contractor via Contractor network or via the Internet as long as it is at acceptable speeds (County minimum of T1 or business DSL speed).

County must grant Contractor full administrator rights (SA).

SQL server database support services

Contractor will provide the following SQL sever database services:

- Necessary tuning/routine maintenance/notification of service pack upgrades needed. (These must be ran by County personnel on the physical machine).
- General SQL maintenance.
- Monitoring of SQL logs for errors and corrective action.
- Daily batch job monitoring and fixes/notification of failures.
- Scheduling of overnight jobs.
- Installation upgrades to SQL versions when Contractor upgrades the application software to a new version (Note: this does not include any cost associated with the purchase of SQL Server System Software – this cost is the responsibility of the County. Contractor will install it and do any necessary property system upgrades). Contractor determines the need to upgrade to a newer version of SQL.
- Rebuild database(s) if necessary due solely to SQL Server generated problems. (Exclusion: If the cause is a result of gross negligence on behalf of County staff regarding care of the server and the environment where the server is located, then this will be a billable item to the County is accordance with the methodology set forth in Exhibit B).
- SQL Support services are for the primary and inquiry (aka backup server) servers only.

County shall perform the following tasks:

- Ensuring the SQL Executive and SQL Server are running and restart if necessary.
- NT Server printer setup and documentation.
- Monitor disk space on NT Server.
- MPTS system backups.
- Network problems.
- Software/Hardware conflict issues.
- Install SQL Server service packs when notified to do so by Contractor.
- Install MPTS service packs when notified to do so by Contractor.

If on-site support is required travel time and expenses will be billable to County at the standard rate for Contractor.

EXHIBIT B

PAYMENT FOR SERVICES RENDERED

The monthly support cost for services described in Exhibit A – Scope of Service shall be as follows:

Term	Description	Amount
7/1/2020 – 6/30/2021	MPTS Property Tax System Maintenance/Support	\$10,081.39

COMPENSATION FOR EXTRA SERVICES

COUNTY shall compensate CONTRACTOR for requested Extra Services and reimburse CONTRACTOR for expenses incurred in connection with the provision of such Extra Services as follows:

1. Support outside of the scope of Exhibit A.
\$125.00 per hour
2. Emergency off-site support outside of the hours 8 AM to 5 PM or on weekends or holidays, with a four-hour minimum:
\$150.00 per hour
3. On-site support, with a four-hour minimum, including time in transit.
\$150.00 per hour
4. Travel expenses: At actual cost in accordance with County's current travel expense policy.

CONTRACTOR shall not perform any billable work without the prior consent of COUNTY.

COUNTY OF AMADOR		Number
POLICY & PROCEDURES MANUAL		2-300
SECTION:	HUMAN RESOURCES	ALCOHOL-FREE AND DRUG-FREE WORKPLACE; DRUG & ALCOHOL TESTING
ISSUE DATE:	August 6, 2002	
PAGE NO:	19 of 16	

ATTACHMENT "B"

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

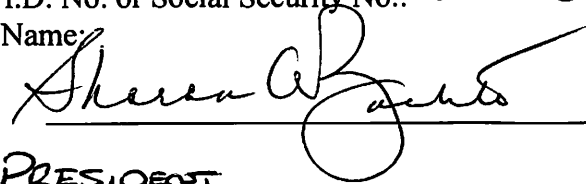
The undersigned, authorized signatory for MEEBITE SYSTEMS, INC (the "Contractor"), certifies as follows:

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, sub-contractors, and agents who perform services pursuant to the Contract to which this Attachment "B" is attached will abide by that policy as a condition of the Contract.
3. If any of such officers, employees, sub-contractors, or agents violates the Amador County Alcohol-Free and Drug-Free Workplace and Drug & Alcohol Testing Policy, the County of Amador may terminate the Contract immediately.

Federal I.D. No. or Social Security No.: 77-0547969

Printed Name:

Signed:



Date 04.22.20

Title:

PRESIDENT

Board of Supervisors Agenda Item Report

Submitting Department: General Services Administration

Meeting Date: May 12, 2020

SUBJECT

General Services Administration: RFP 20-03 Engineering and Design for Road Culvert Rehabilitation/Replacement

Recommendation:

1) Award RFP 20-03 to Cal Engineering and Geology, Inc. in an amount not to exceed \$50,000.00 for a three (3) year period and an addendum in an amount not to exceed \$50,000.00 for environmental and permitting services if needed and; 2) Authorize the Public Works Director and County Counsel to negotiate final terms and conditions and develop a contract based upon the Sample Agreement, Cal Engineering and Geology, Inc.'s proposal dated February 20, 2020 and RFP 20-03 and; 3) Approve the Board Chair to execute said agreement with Cal Engineering and Geology, Inc. contingent upon agreeable terms and conditions.

4/5 vote required:

No

Distribution Instructions:

Jon Hopkins, Greg Gillott, Richard Vela, Mark Hopkins

ATTACHMENTS

- [RFP No.20-03 Cal Engineering & Geology Proposal 5.6.20.pdf](#)
- [Exhibit A Consultant Services Agreement 5.6.20.docx](#)
- [Final Eval Sheet Short List 5.6.20.xlsx](#)
- [RFP 20-03 Bid Receipt 5.6.20.pdf](#)
- [RFP 20-03 Memo to Board with recommendations 5.6.20.pdf](#)



REQUEST FOR PROPOSALS

RFP 20-03: PRELIMINARY ENGINEERING AND FINAL DESIGN FOR CULVERT REHABILITATION/REPLACEMENT ON VARIOUS COUNTY ROADS

20 FEBRUARY 2020

Prepared for:

County of Amador
Department of Transportation and Public Works
810 Court Street
Jackson, California 95642
209.223.6429



Prepared by:

Cal Engineering & Geology, Inc.
785 Ygnacio Valley Road
Walnut Creek, California 94596
925.935.9771



In association with:

Sycamore Environmental Consultants, Inc.
6355 Riverside Blvd, Suite C
Sacramento, California 95831
916.427.0703



2. TRANSMITTAL LETTER

20 February 2020

County of Amador
Department of Transportation and Public Works
810 Court Street
Jackson, California 95642

RE: Request for Proposals Preliminary Engineering and Final Design for Culvert Rehabilitation/Replacement on Various County Roads

Dear Review Panel:

Cal Engineering & Geology's (CE&G) approach to this project is to proceed with minimal demands on Amador County (County) staff time and complete all services for the anticipated bid date of early Summer 2020. With more than 25 years of experience designing and delivering award winning infrastructure retrofit and repair projects similar to the Preliminary Engineering and Final Design for Culvert Rehabilitation/Replacement on Various County Roads Project, we have the experience and team to deliver this project in an efficient, predictable manner with no surprises.

We believe that successful drainage infrastructure projects require an understanding of the civil layout, structural design of the hydraulic structures, and the underlying geotechnical conditions at each site. When practicable, we provide all aspects of the core civil, structural, and geotechnical design for our drainage infrastructure projects using our own in-house civil engineers, structural designers, geotechnical engineers, and professional geologists. This one-stop shop results in a clean and collaborative technical approach to all aspects of the design with the ultimate goal in mind of holding the requirements of the project schedule of a bid date beginning early Summer 2020.

Cal Engineering & Geology is already under contract with Amador County for the Shakeridge Road Storm Damage Repair Project. Shakeridge Road has a scheduled design completion date of late spring/early summer 2020, identical to the proposed design completion date in this RFP. CE&G would work on both Amador projects in tandem, gaining familiarity with County Standards and County method of operations. Should staffing for both projects prove cumbersome, our scheduling approach allows us to be nimble; easily substituting staff between different project managers which will lead to quality, on-time, and on-budget engineering and related services as required by Amador County.

We trust that this proposal demonstrates that CE&G team will be able to meet the challenges of the project and deliver a successful finished product to the County. Thank you for the opportunity to present this proposal. Should you have any questions or require additional information, please contact us. The undersigned is authorized to bind the CE&G team to this proposal.

Respectfully Submitted,

CAL ENGINEERING & GEOLOGY, INC.



Chris Hockett, P.E., G.E., Project Manager/Principal Engineer

785 Ygnacio Valley Road | Walnut Creek, California 94596 | 925.433.5015 | chockett@caleng.com



3. EXECUTIVE SUMMARY

CE&G has assembled a very experienced team of specialists to support our Project Manager, Chris Hockett, in the delivery of this project. Chris was recently selected by the County as the Shakeridge Road Repair Project Manager. He is familiar with Amador County’s staff and procedures and is ready to hit the ground running.

<p>Scope of Services</p>	<p>Task 1 – Project Management and Meetings Task 2 – Geotechnical Memorandum Task 3 – Preliminary Engineering Task 4 – 75% Plans, Specifications, and Estimate Task 5 – Final Plans, Specifications, and Estimate Task 6 – Environmental Clearance (if needed)</p>
<p>Consultant Objectives</p>	<ul style="list-style-type: none"> • Minimize the time required to design the project. CE&G understands the County’s tight window to complete design and bid the project for planned construction during summer 2020. • Select rehabilitation alternatives that reduce the need for road closures and costs associated with maintenance and protection of traffic control and roadway excavation. • Prepare drainage calculations to confirm culvert diameters are sized appropriately for future storm events. Design calculations and culvert designs will be in conformance with County drainage Standards with special attention to County Code Chapter 17.90.120. • Have as many contractors as possible submit bids for the project to increase competition and reduce construction costs. This objective will be met by making sure that the project is presented in a non-intimidating, clear and concise manner.
<p>Intended Results</p>	<ul style="list-style-type: none"> • Expedited design schedule which requires minimal review time from the County and grants the ability for the County to bid the project in June 2020. • The repair and rehabilitation alternatives that CE&G develops will incorporate strategic planning to significantly reduce the potential for full road closures. • Material type of the culvert will be put into consideration to avoid the types of failures that were present with previous culverts. • Increase the probability of the project completing construction in 2020.
<p>How CE&G is Best Qualified</p>	<p>CE&G experience includes numerous culvert repair and reconstruction projects completed for various public municipalities. CE&G’s ability to complete projects entirely in-house, including but not limited to, civil, structural, and geotechnical engineering components, show the versatile nature of the CE&G staff, ultimately resulting in finished products with schedule, budget, and simplicity as key project objectives.</p>

We have carefully considered the project requirements and believe our current experience with the County and our preparation for this project will lead to a smoothly run, well-executed assignment.

4. DEMONSTRATION OF PROJECT UNDERSTANDING

CE&G has reviewed all the background information included in the request for proposal (RFP) and noted all of the key elements highlighted by the County. We have visited and inspected all seven sites, and we understand the site-specific constraints. The culvert damages and site observations can be broken into the following components:

1. All observed pipes appeared to be completely rusted out at the bottom, mostly at the inlet and outlet.
2. Sediment has been deposited at the bottom of the pipe, impeding flow through the culvert.
3. RSP revetment were observed at some of the sites. Rehabilitation of the culvert will likely result in the existing RSP revetment to be replaced with a more permanent repair, such a concrete headwall.
4. Concrete headwalls may be needed at selected sites, primarily the culvert at Clinton Road. It was observed that the existing culvert is approximately 6-8 feet below the road surface with a steep slope above the pipe and the inlet and outlet.

REQUIREMENTS

- Required preliminary engineering and final design completed by late spring-early summer 2020 so that the County may bid the project for construction in summer 2020.
- Develop rehabilitation/replacement alternatives that limit disturbances as much as possible. We understand that road closures are to be avoided, especially on Shenandoah Road and Buena Vista Road.

OPPORTUNITIES

Typically, with culvert replacements, three options are put into consideration. Option 1 is to excavate and replace the culverts, which is the preferred method of repair and rehabilitation at the sites. Option 2 and 3 is to rehabilitate the culverts using trenchless technologies. Since the County would prefer not to provide road closures, CE&G went into the site visit with the notion that trenchless rehabilitation techniques could be used, if hydraulic capacity is met. Although conventional cut and cover techniques may be a preferred alternative for these sites, CE&G feels these sites would be excellent candidates for non-intrusive and trenchless rehabilitation methods such as sliplining systems or pipe ramming. Utilizing trenchless culvert techniques as a possible design alternative, would essentially reduce or eliminate the possibility for traffic congestion though the work zone and the cost associated with traffic

control. The new pipe linings are anticipated to improve the structural integrity of the pipes while maintaining similar hydraulic capacities and improved passage of sediments through the pipes. During the site visit it was observed that sediment was a big contributor to the rusting out of the bottom of the culvert. Sliplining can provide a smooth surface which should enhance the flow of the sediments through the culvert.

CE&G is confident that the conventional cut and cover method will be successful at the sites, however, using these innovating trenchless methods to rehabilitate the deteriorated culverts will be put into consideration.

CONSTRAINTS

The most common constraints on any project are cost and schedule; neither of which is mutually exclusive. The culvert rehabilitations are no different. The successful design alternative will most likely involve rehabilitating the deteriorated culverts using trenchless methods. Construction costs will be saved due to the lack of traffic control and excavation/trenching needed at the sites. In regard to the schedule, construction time will be reduced as little to no excavation will be needed, the structural section of the road will likely not need to be repaired, and mobilization of contractor equipment will be less in comparison to traditional “dig and replace” methods.

An item to consider is the existing RSP revetment at some of the sites. It was observed that at some sites, RSP was used as headwalls for the culverts. CE&G believes that although the RSP is performing as intended, a more permanent repair such as concrete headwalls should be considered. Concrete headwalls repair at various locations at the sites will be recommended.

We thoroughly understand the challenges that the culvert rehabilitation/replacement project poses to the County. Described below include site observations and proposed mitigation strategies for each location.



1 – HALE ROAD

It was observed that the existing culvert is an 18-inch corrugated metal pipe spanning approximately 45 feet in length underneath the roadway. There is an existing concrete bag headwall at the

inlet side of the culvert which wraps around to support the slope above. It was observed sediment was deposited at the bottom of the pipe. It should also be noted that a 3-inch HDPE pipe was found embedded in the slope on the inlet side of the culvert. The HDPE pipe was flowing full and appeared to be flowing from the upslope properties.

Potential Rehabilitation Strategy

- Excavate and replace the existing culvert with conventional cut and cover methods.
- Explore the implementation of concrete headwalls or RSP at the inlet and outlet to provide additional support to the roadway above.
- Install RSP energy dissipator at outlet of culvert to reduce the potential of undermining and scour.
- Clear and grub at both the inlet and outlet of the culvert to reduce the potential of vegetation impeding flow.



2 – CLINTON ROAD

It was observed that the existing culvert is a 36-inch corrugated metal pipe spanning approximately 60 feet in length underneath the roadway. The bottom of the culvert was completely rusted

out and a combination of sediment and water was deposited at the bottom. It was observed that this culvert serves a larger drainage area at the inlet side of the of the pipe. During the site visit, CE&G was approached by a homeowner adjacent to the culvert backing our observations. He indicated that during heavy storm events, the culvert flows full and the water begins to “pond” up, filling up the drainage valley at the inlet side of the culvert. It was also observed that the side slopes above the culvert were steep, approximately 0.5H: 1V (horizontal: vertical) with no existing headwall supporting the slope above.

Potential Rehabilitation Strategy

- Excavate and replace the existing culvert with conventional cut and cover methods.
- Explore the implementation of concrete headwalls or RSP at the inlet and outlet to provide additional support to the roadway above.
- Install RSP energy dissipator at outlet of culvert to reduce the potential of undermining and scour.
- Clear and grub at both the inlet and outlet of the culvert to reduce the potential of vegetation impeding flow.
- Potential tree removal.

3



3 – STONY CREEK ROAD

During the site visit it was observed that the existing culvert is a 30-inch boilerplate metal pipe spanning approximately 40 feet underneath the road surface. The culvert itself

was covered heavily in vegetation at both the inlet and outlet. The pipe appeared to be structurally sufficient with light rusting around the sidewalls of the pipe. It was also observed that an overflow hole was present at the pipe midspan. CE&G was unable to determine the hole’s purpose. CE&G also took note of an existing RSP revetment at the inlet of the pipe which was approximately 2 feet off the edge of traveled way lane line. The pavement in this vicinity appeared to be serviceable but was showing signs of distress with medium alligator cracking directly above the pipe and adjacent to the headwall.

Potential Rehabilitation Strategy

- Excavate and replace the existing culvert with conventional cut and cover methods.
- Explore the implementation of concrete headwalls or RSP at the inlet and outlet to provide additional support to the roadway above.
- Install RSP energy dissipator at outlet of culvert to reduce the potential of undermining and scour.
- Clear and grub at both the inlet and outlet of the culvert to reduce the potential of vegetation impeding flow.



4 – SHENANDOAH ROAD

During our site visit to Shenandoah Road it was found that the existing culvert is a 36-inch corrugated metal pipe spanning approximately 50 feet in length underneath the

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road surface. It was observed that the inside of the pipe was rusted at the bottom and separated at the inlet side. The middle portion of the pipe was rusted, but still appeared to be structurally intact. Both the inlet and outlet of the pipe was covered in heavy vegetation. The road appeared to be structurally intact with no immediate sign of pavement distress. CE&G could not identify any retaining structures at the site.

Potential Rehabilitation Strategy

- Excavate and replace the existing culvert with conventional cut and cover methods. Note that this site is a heavy candidate for trenchless techniques as traffic control is an issue.
- Install RSP energy dissipator at outlet of culvert to reduce the potential of undermining and scour.
- Clear and grub at both the inlet and outlet of the culvert to reduce the potential of vegetation impeding flow.



5 – MARTIN LANE (PM 0.30)

Similar to Shenandoah Road, the culvert on Martin Lane (PM 0.30) was found that the existing culvert is a 36-inch corrugated metal pipe spanning approximately 60 feet in length underneath the

road surface. It was observed that the inside of the pipe was rusted at the bottom and separated. Due to the failed culvert, sediment was deposited at the bottom. The outlet of the pipe was covered in heavy vegetation. The road appeared to be structurally intact with no immediate sign of pavement distress. CE&G could not identify any retaining structures at the site.

Potential Rehabilitation Strategy

- Excavate and replace the existing culvert with conventional cut and cover methods.
- Install RSP energy dissipator at outlet of culvert to reduce the potential of undermining and scour.
- Clear and grub at both the inlet and outlet of the culvert to reduce the potential of vegetation impeding flow.



6 – MARTIN LANE (PM 0.94)

During the site visit it was not apparent that an existing culvert was present at the site. At the site, there was a 48-inch metal riser drain structure. According to the RFP, there is an existing 36-inch culvert that

is submerged year-round. This is consistent with what

was observed at the site as the inlet and outlet of the culvert were not visible. At the outlet of the culvert, there was existing RSP that was completely blocking the passage of water, and its only purpose appeared to be holding up the roadway pavement above. The edge of traveled way lines was approximately 3 feet way from the top of the slope with the absence of retaining structures. There were observed remnants of sinkholes that appeared to be patch repaired with asphalt concrete. We suspect this is due to the subsequent settling of the underlying soils, indicating that the structural integrity of the pipe walls is deteriorated.

Potential Rehabilitation Strategy

- Excavate and replace the existing culvert with conventional cut and cover methods.
- Explore the implementation of concrete headwalls or RSP at the inlet and outlet to provide additional support to the roadway above.
- Install RSP energy dissipator at outlet of culvert to reduce the potential of undermining and scour.
- Clear and grub at both the inlet and outlet of the culvert to reduce the potential of vegetation impeding flow.



7 – BUENA VISTA ROAD

During the site visit it was observed that the existing culvert is a 36-inch corrugated metal pipe spanning approximately 60 feet in length underneath the roadway. The

existing culvert was flowing at 75% capacity as majority of the pipe was filled with sediments impeding flow at both the inlet and outlet. There was an existing headwall approximately 3 feet tall and 7 feet long with a steep slope above. Both sides of the culvert were covered in vegetation which also attributed to the slow flow rates to and through the culvert.

Potential Rehabilitation Strategy

- Excavate and replace the existing culvert with conventional cut and cover methods. Note that this site is a heavy candidate for trenchless techniques as traffic control is an issue.
- Explore the implementation of concrete headwalls or RSP at the inlet and outlet to provide additional support to the roadway above.
- Install RSP energy dissipator at outlet of culvert to reduce the potential of undermining and scour.
- Clear and grub at both the inlet and outlet of the culvert to reduce the potential of vegetation impeding flow.

5. WORK PLAN

OBJECTIVES

CE&G has identified two main objectives highlighted in this RFP:

- Minimize the time required to design the project. CE&G understands the County's tight window to complete design and bid the project for planned construction during summer 2020.
- Reduce the need for road and lane closures, thereby eliminating traffic congestion due to the work zone and costs associated with maintenance and protection of traffic control and roadway excavation.

APPROACH AND METHODOLOGY

Cal Engineering & Geology's method of providing civil, structural, and geotechnical engineering services has evolved into a straightforward and simple approach. We understand that the best and most productive way to assist our public agency clients is to simply "fit in" and work as part of the agency's team of department professionals. Our engineering design services become an extension of an agency's overall effort and our role is the same as if our technical staff were actual employees of the agency.

CE&G recently had a kick-off meeting for the Shakeridge Road Storm Damage Repair Project, and it was made very clear that the County has a strict timeline in place and prefers a very "hands-off" approach, giving CE&G the ability to streamline the design process. CE&G will use this same approach for this project, keeping in mind that schedule and budget are of high importance.

The approach will begin with an initial meeting and site visit with the County staff to make sure we understand the project needs and non-technical constraints. It is anticipated that a total of three meetings will take place during the duration of this project. Typical meetings will consist of a minimum of two CE&G employees and the County's project manager. If it is found that physical meetings are not necessary, CE&G will routinely check in with the County from our office in Walnut Creek as questions about the project arise.

UNDERSTANDING THE CLIENT

CE&G believes that thoroughly understanding the needs of our clients is the key to providing excellent customer service and maintaining long-term customer relationships. This is particularly true in the current climate when public agencies are often understaffed and overworked due to funding limitations. We know that many of our municipal clients have limited staff time available to manage inexperienced consultants. We therefore strive to provide only experienced project managers and technical staff who are intimately familiar with the public project process.

We believe strongly that our thorough understanding of each of the seven highlighted culvert's project history and geotechnical conditions and constant communication with Amador County staff will result in a successful repair or rehabilitative design that keeps the entire project on time and within budget.

QUALITY CONTROL MEASURES

Quality control of all deliverables will be handled in house by Principal Engineer Mark Myers. Prior to Mark's review, all documents will first be reviewed by CE&G in conformance with CE&G's quality control and assurance program.

Mistakes are avoided through weekly, if not daily, input by principal and associate-level personnel who have over 15 years of design and construction experience.

Conflicts of construction elements are minimized in the construction documents by leveraging the power of AutoCAD Civil 3D to automatically identify conflicts in real-time. Changes during the course of design automatically propagate throughout the plan set which allows for potential conflicts to be identified immediately.

Conflicts on plans and in specifications are avoided by limiting how many unnecessary duplicate callouts are included within the plan set that require updating during design changes.

6. SCOPE OF WORK/SERVICES

TASK 1 - PROJECT MANAGEMENT AND MEETINGS

CE&G will coordinate with County staff to discuss specific project needs and provide project status updates. CE&G's approach to protocol on meetings is to not hold hard requirements on project meetings with the County, but rather hold meetings on a "need-be" basis, keeping the project moving forward and avoiding any schedule slowdowns. CE&G will provide monthly progress reports with each invoice around the 5th of each month to serve as project checkpoints.

TASK 2 - GEOTECHNICAL MEMORANDUM

It is anticipated that one day of geologic mapping will be completed to more clearly characterize the site conditions pertaining to the design and construction of potential alternatives. During the geologic mapping, hand samples are anticipated to be obtained for the purpose of soil classification. CE&G will develop a geotechnical design memorandum summarizing the findings during the geologic mapping that will provide as the basis of design for the project and reduce the potential for differing site conditions claims by the Contractor.

TASK 3 - PRELIMINARY ENGINEERING

An elevated camera and photogrammetric software to develop a basemap for each site. The elevations of the culvert invert will be measured relative to the center of the road.

CE&G will develop three alternatives for evaluation;

1. Excavate and replace the existing culverts with conventional cut and cover methods.
2. Rehabilitate the existing culverts using trenchless techniques such as sliplining.
3. Replace the existing culverts using trenchless techniques such as pipe ramming.

It is anticipated that some discussion with the County will be warranted especially regarding the Clinton Road and Buena Vista Road. When the alternatives have been refined, an alternatives memorandum will be developed which will summarize each alternative, show a conceptual site plan and cross section, and provide a conceptual level engineers estimate. This memorandum will be submitted to the County for review and discussion.

CE&G will also complete an abbreviated H&H analysis to size the culverts. The findings will be presented in a H&H Memorandum.

After selection of the preferred alternative, and completion of the H&H analysis, CE&G will begin to develop Plans, Specifications, and the Engineer's Estimate.

TASK 4 & 5 - PS&E

After selection of the preferred alternative, CE&G will schedule a site visit to identify any additional site constraints applicable. The preferred alternative will then be developed and refined. It is anticipated that two PS&E submittals will be provided at the 75% and Final (signed) milestones. CE&G will reach out to Amador County during the development of the 75% submittal, should any issues arise during design. CE&G has assumed that the County will provide review comments within 5 business days upon receipt of the design package.

TASK 6 - ENVIRONMENTAL CLEARANCE (IF NEEDED)

Should any culverts require a high level of environmental documentation and permits, Sycamore is available to provide environmental management, biological technical memorandums, biological assessments, and cultural resources to aid in the permitting process. It should be noted that there are major changes to permitting regulations for wetlands and waters impacts in 2020. The 2015 Rule was recently rescinded, and regulations were recodified back to pre-2015 CFRs. The Corps' new 2020 Rule (which has not been formally published yet) may result in some of the creeks/drainages in the RFP no longer being subject to Section 404 CWA jurisdiction. If the 2020 Rule is litigated by California, 404 permitting would be unchanged from current regulations. If the Corps' new 2020 Rule takes effect, waters and wetlands may be permitted under the State's 2004 General Waste Discharge permit that covers impacts to less than 0.2 acre of non-404 wetlands and waters. On 28 May 2020, the State's new wetland definition and permitting program for non-404 wetlands and waters takes effect. It is anticipated that there may be some delays in State permitting as the program rolls out. SEC's proposed scope assumes that current CFRs will remain in effect for permitting waters and wetlands.

7. STAFFING



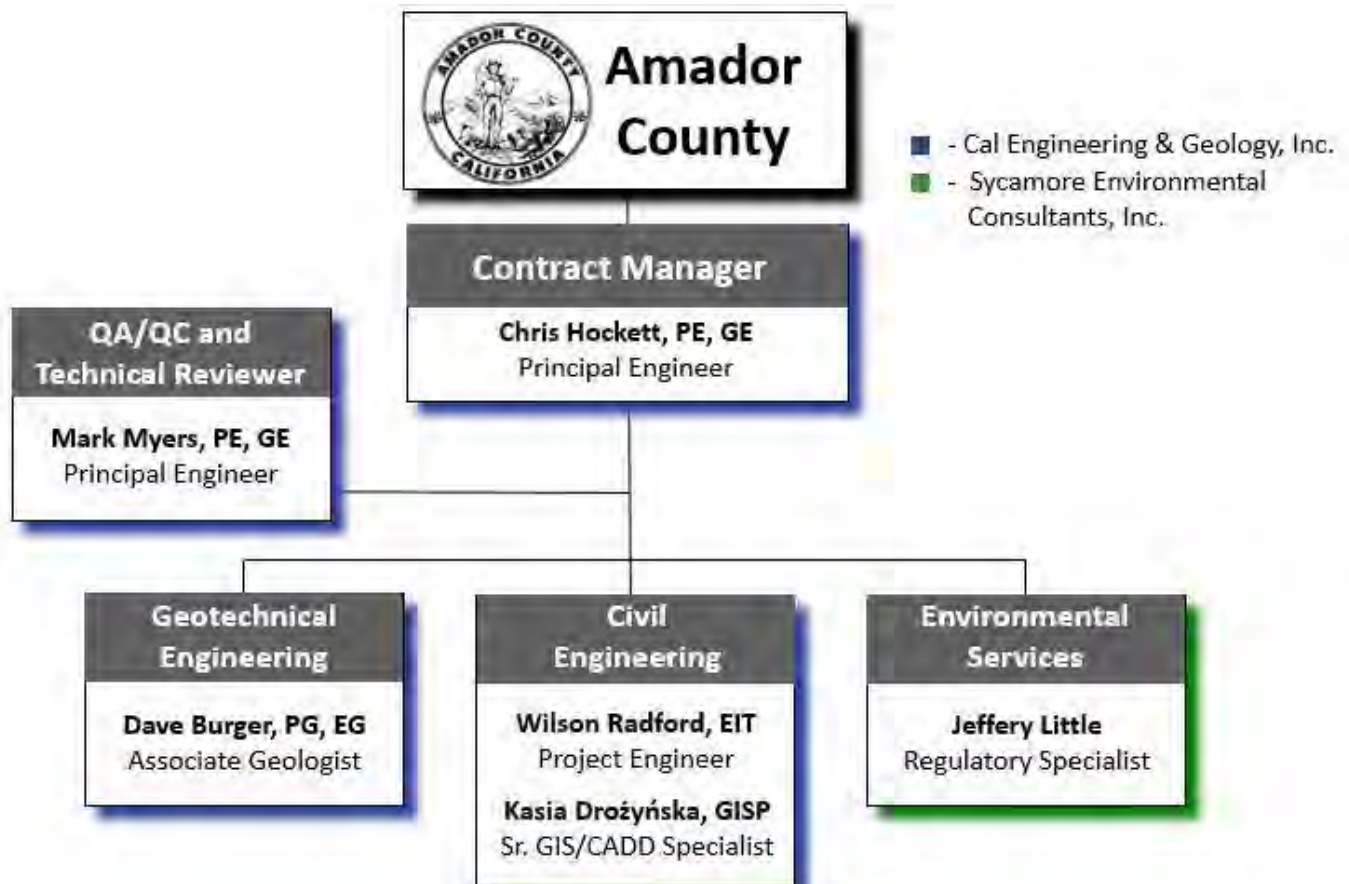
Established in 1993, **Cal Engineering & Geology (CEG)** provides a full range of civil, structural, and geotechnical consulting and design services and has been relied upon by a multitude of cities and counties for challenging culvert and pipeline projects. Clients include Amador County, Tuolumne County, Santa Cruz County, San Mateo County, Alameda County, Oakland, and other cities and agencies throughout northern California.

CE&G's staff consists of 29 full-time-equivalent employees and includes 11 registered civil engineers, seven registered geotechnical engineers, and four certified engineering geologists. The registered professionals are supported by project and staff level engineers, geologists, technicians, certified UAS pilots, CADD/GIS specialists, and administrative support personnel.

For the Preliminary Engineering and Final Design for Culvert Rehabilitation/Replacement on Various County Roads project, CE&G will be supplemented by subconsultant Sycamore Environmental Consulting, Inc.



Headquartered in Sacramento, **Sycamore Environmental Consulting, Inc. (SEC)** provides environmental support for projects involving public infrastructure, transportation – including bridge replacement and road improvement, emergency repair, flood control basins, airports, linear features such as transmission lines and pipelines, renewable energy, and telecommunications. SEC manages the entire environmental compliance process. They prepare the range of CEQA/NEPA documents, as well as environmental permit applications, and can provide construction support for permit compliance. They are currently providing environmental services for several emergency repair projects in El Dorado County and Santa Cruz County for storm damaged roads where Caltrans/FHWA Emergency Relief federal funds and CalOES/FEMA Public Assistance funds are being utilized.



The proposed key personnel are all highly experienced and responsible professionals who have worked directly with numerous local public agencies.

CHRIS HOCKETT, P.E., G.E.

Mr. Hockett will be the primary point of contact with Amador County and the primary representative at face-to-face or virtual meetings. Mr. Hockett is an experienced civil geotechnical engineer and manager who has completed more than 40 transportation and water infrastructure improvement projects for public agencies over the past 15 years. Chris's expertise is in the development of PS&E for public works infrastructure improvement projects. He is currently the project manager for Amador County's Shakeridge Road Repair project.



MARK MYERS, P.E., G.E.

Mr. Myers will serve as the QA/QC and Technical Reviewer. He is a registered civil and geotechnical engineer with more than 23 years of experience in civil/geotechnical analysis for design of a variety of civil/geo structures. Mark recently led CE&G's design for storm damage repair for the City of Lafayette and is currently managing the investigation and design of several storm damage sites for the Hayward Area Recreation District and the City of Cloverdale.



DAVE BURGER, P.G., E.G.

Mr. Burger will serve as the lead geologist and be responsible for geologic mapping, site characterization, and development of the geotechnical memorandum. He has over 15 years of experience in geologic mapping and site characterization, managing subsurface explorations, and providing geologic observations and testing during construction. Recent projects include geologic mapping and site characterization and management of the exploration for landslide repair projects for Lake and Alameda Counties.



WILSON RADFORD, E.I.T.

Mr. Radford will serve as civil design engineer and be responsible for evaluating alternatives, and the preparation of plans, specifications, and engineers estimate. Mr. Radford has three years of civil and geotechnical experience designing storm damage repair projects that include structural and earthwork repair techniques. Wilson is currently completing alternatives analysis for the Shakeridge Road Project and he recently assisted Tuolumne County with resident engineering and construction inspection services for a storm damage project on Marshes Flat Road



KASIA DROŻYŃSKA, GISP

Ms. Drożyńska will serve as senior GIS/CADD specialist and will be responsible for aiding in the preparation of plans and all relevant figures. She has four years of AutoCAD Civil 3D experience; focusing mainly on development of surfaces, corridors, pipe networks, etc. She is an expert at building, maintaining, and analyzing complex GIS databases and managing AutoCAD Civil 3D standards and templates. Kasia was recently the lead CADD specialist on several federally funded stabilization design projects for San Jose, Cloverdale, and San Mateo County.



JEFFERY LITTLE (SEC)

If needed, Mr. Little will serve as the environmental clearance consultant. He has over 25 years of experience evaluating environmental, permitting, biological, and cultural issues to assist his clients in determining realistic schedules of permits and entitlements. He routinely develops project design recommendations to achieve regulatory compliance with all applicable local, state, and federal environmental laws and regulations.

8. STATEMENT OF EXPERIENCE AND QUALIFICATIONS

CE&G is under contract with the County for the Shakeridge Road Embankment Repair Project, which has a scheduled design completion date of late spring/early summer 2020; identical to the proposed design completion date in this RFP. CE&G would work on both Amador projects. Should staffing for both projects prove cumbersome, our scheduling approach allows us to be nimble; easily substituting staff between different project managers which will lead to quality, on-time, and on-budget engineering and related services as required.

CURRENT/ANTICIPATED WORKLOAD

CE&G's Project	Agency	Status	Staff (% of time)
Shakeridge Road	Amador County	Scheduled design completion date of late spring/early summer 2020	30%
Kelley Park Storm Outfall Repair	City of San Jose	90% Completed – Final PS&E to be submitted in early spring	5%
Cypress Preserve Levee Design Investigation	Private Owner	90% Completed – Final report in September, continuing phases of work in 2020r	5%
Tuolumne County Storm Damage Repairs (4 sites)	Tuolumne County	Currently in final design, 2 sites completed; 1 beginning construction; 1 out to bid. Construction services in 2020	20%
All Cities Landfill Closure Plan	Alameda County	Currently at 90% completion, final to be completed in 2020	10%
Laguna Creek Improvements	Alameda County	Construction in 2020	5%
Socrates Mine Road Repair Investigation & Design	Lake County	Currently in development of 35% PS&E	15%
Other projects	Various	Work is currently being completed intermittently on several long-term ongoing projects	10%

RELATED PROJECTS

CE&G's 40+ storm damage repair projects throughout the San Francisco Bay Area over the past 10 years make our firm the ideal choice for Amador County. The tables on the following page demonstrates our comprehensive understanding of design and technical experience in the investigation and analysis of drainage infrastructure work. CE&G provided civil engineering, structural engineering, and geotechnical entirely in-house. Our firm's strong background developing and evaluating alternatives for repair type selection, detail cost estimating, and complex benefit cost/betterment analysis will allow us to proceed with minimal demands on the County staff time. We have the experience and team to deliver this project in an efficient, predictable manner with no surprises.

Project Name & Location	Role	Client	Project Reference			Brief Description	Staff Members	
			Contact	Address	Phone	Details		
Palomares Rd MM 8.73 Castro Valley, CA	Prime, GE, SE, CE/CM	ACPWA	John Medlock Jr.	951 Turner Court Hayward, CA 94545	(510) 670-5500	emergency storm damage repair, rock fall abatement - FEMA funding	CH, RF, WR	
Foothill Rd Slide Repair Pleasanton, CA	Prime, GE, SE, CE/CM		James Chu, Supervising Civil Engineer	399 Elmhurst Street Hayward, CA 94544	(510) 670-5566	emergency roadway stabilization, CIDH pile retaining wall - FHWA funding	CH, PG, WR, EZ	
St. Marys Rd Bank Failure Lafayette, CA	Prime, GE, SE, CE/CM	CoL	Mike Moran, Director of Public Works	Diablo Blvd., #210 Lafayette, CA	(925) 935-1238	landslide/roadway stabilization, CIDH pile retaining all -FHWA funding	PG, MM, DB	
Thorndale Dr Landslide Repair Oakland, CA	Prime, GE, SE, CE/CM	CoOPW	Kevin Kashi, Principal Civil Engineer	250 Frank H Ogawa Plaza Suite 4314 Oakland, CA 94612	(510) 238-7116	landslide/roadway stabilization, CIDH pile retaining all - city funding	DBus, EZ	
Rifle Range Rd Slide Repair Richmond, CA	Sub,GE, SE, CE/CM	CoR (NCE)	Yader Bermudez, Director of Public Works	450 Civic Center Plaza Richmond, CA 94804	(510) 774-6300	landslide/roadway stabilization, CIDH pile retaining all -FEMA funding	CH, SW, KD, EZ, EV, WR, RB, KL	
Kelley Park Storm Drain Outfall Repair San Jose, CA	Prime, GE, SE, CE/CM		Lela Correa, Contract Manager			storm drain outfall repair -FEMA funding - ONGOING	EZ, PG, WR, KD, TU, DB, KL	
Alum Rock Mineral Springs Bridge Embank San Jose, CA	Prime, GE, SE, CE/CM		Lela Correa, Contract Manager			(408) 793-4150	landslide/roadway stabilization, CIDH pile retaining all -FEMA funding - ONGOING	EZ, PG, WR, KD, TU, DB, KL
SJ Family Camp Storm Damage Repairs Tuolumne Co, CA	Prime, GE, SE, CE/CM		Stacy K Palomar, Contract Manager			(408) 535-8409	landslide/roadway stabilization, CIDH pile retaining all -FEMA funding - ONGOING	DP, EZ, KL,
Trestle Rock Wall Repair San Jose, CA	Prime, GE, SE, CE/CM		Chris Ciardella, Contract Manager			(408) 793-4139	landslide/roadway stabilization, CIDH pile retaining all -FEMA funding - ONGOING	DP, WR
Socrates Mine Rd Landslide Repairs Lake County, CA	Prime, GE, SE, CE/CM	Lake Co.	Fred Pezeshk, Principal Engineer	225 N. Forbes Street, Rm 309 Lakeport, CA 95453		landslide/roadway stabilization, CIDH pile retaining all -FEMA funding - ONGOING	DB, PG, MM, JL, RL, RB, CR, EZ	
Vista View Road Landslide Repair Cloverdale, CA	Prime, GE, SE, CE/CM	Cloverdale	Mark Rincon, City Engineer	124 N. Cloverdale Blvd. Cloverdale, CA 95425		landslide/roadway stabilization, CIDH pile retaining all w tiebacks -FEMA funding - ONGOING	MM, DB, PG, RL, TU, EV, KD	
Zone 7 Channel Repairs Dublin and Pleasanton, CA	CE/CM	Zone 7	Joe Seto, Principal Engineer	100 N Canyons Pkwy Livermore CA 94551		FEMA funded flood control channel stabilization measures for 40 locations	DBus, EZ, PG, RL	
Cary Drive Landslide Repair San Leandro, CA	Prime, GE, SE, CE/CM	ACPWA	Moses Tsang, Supervising Engineer	399 Elmhurst Street Hayward, CA 94544	(510) 670-6549	landslide/creebank stabilization, CIDH pile retaining all w tiebacks	PG, RL, MV, EV	
Cavendish Drive Repair Oakland and Piedmont, CA	Prime, GE, SE, CE/CM	CoP	John Wanger, City Engineer	120 Vista Avenue Piedmont, CA 94611	(707) 495-5201	roadway repair w pile-supported masonry retaining wall	PG, RL, MV, EV	
Lucas Valley Rd. MP 9.60 Slide Repair Marin County, CA	PE, GE, SE, C	MCDPW	Eric Miller, Principal Civil Engineer	3501 Civic Center Dr. San Rafael, CA 94903	(415) 473-6354	roadway repair w retaining wall	CH, PG, KC, SW, DB, ER, JJ, JK	
Sir Francis Drake MP 18.73 Repairs Marin County, CA	GE, SE, C					roadway repair w retaining wall	CH, PG, SW, DB, WR, ER, JK	
Crothers Rd Landslide San Jose, CA	GE, SE	CoSJ (MBI)	Herbert Naraval (MBI)	101 Skyport Drive San Jose, CA 95110	(408) 494-1308	landslide repair/stabilization study	CH, PG, MV	
Arastradero Rd Landslide Portola Valley, CA	GE	SC Co.				emergency landslide road repair	CH, EZ, PS, RB	
Old La Honda Rd Landslide San Mateo Co, CA	Prime, GE, SE, CE/CM	San Mateo	Gil Tourel, Principal Engineer	555 County Center, 5th Floor Redwood City, CA 94063	(650) 363-4100	landslide road stabilization, CIDH pile retaining all w tiebacks - under construction	DP, CH, PP, MV, KD, RF, EZ	
Higgins Canyon Rd. Repairs San Mateo Co, CA	Prime, GE, SE, CE/CM	San Mateo				landslide/creebank stabilization, CIDH pile retaining wall	DP, CH, PP, MV, KD, RF, EZ	
Scenic Drive Landslide Repair La Honda, CA	Prime, GE, SE, CE/CM	San Mateo				landslide road stabilization, CIDH pile retaining all w tiebacks - under construction	DP, CH, PP, MV, KD, RF, EZ	
Buchanan Rd Landslide Sonora, CA	CE/CM	Tuolumne	Tanya Allen, County Engineer; David Ruby, Project Engineer	2 S. Greet St. Sonora, CA 95370	(209) 533-6629	landslide roadway repairs w retaining walls and tire derived aggregate fill	CH, RL, PG, TU, EZ, WR, JH, JL	
Italian Bar Rd Sites 1-5 Sonora, CA							CH, RL, PG, TU, EZ, WR, JH, JL	
Italian Bar Rd Site 6 Sonora, CA							CH, RL, PG, TU, EZ, WR, JH, JL	
Marshes Flat Rd Landslide Repair Sonora, CA							CH, RL, PG, TU, EZ, WR, JH, JL	
Peaceful Glen Rd Stabilization Vacaville, CA	PE, GE, SE, C	Solano	Robert Liu, P.E., Senior Civil Engineer	675 Texas Street, #5500 Fairfield, CA 94533	(707) 784-6074	roadway stabilization with MSE retaining wall above creek	CH, MM, EZ, DB	

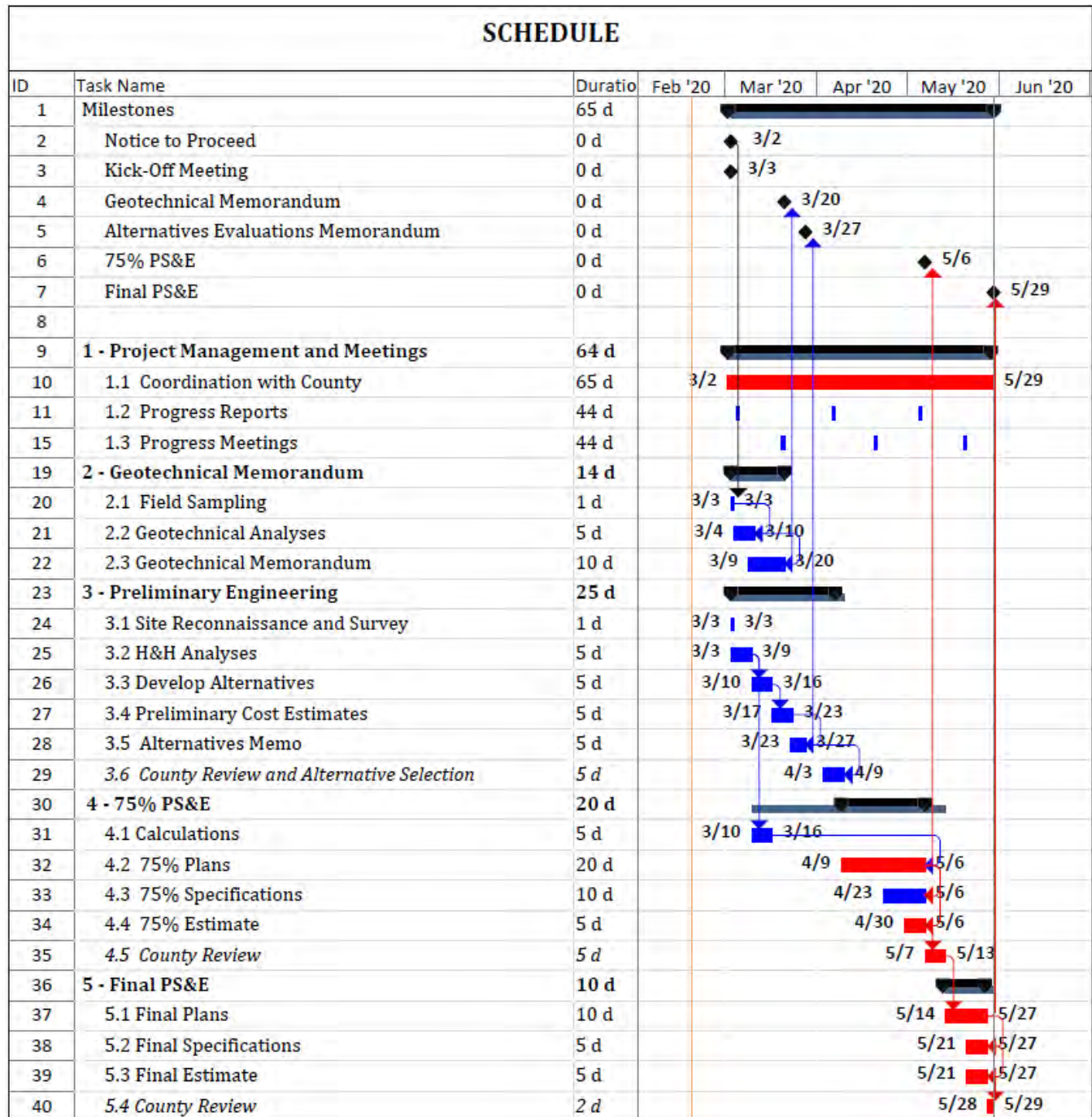
Project Name & Location	Role	Client	Project Reference			Brief Description	Staff Members
			Contact	Address	Phone	Details	
Alta Via Rd Landslide Santa Cruz Co, CA	GE	SCCDPW	Timothy Bailey, Principal Engineer	701 Ocean St, Rm 410 Santa Cruz, CA 95060	(831) 454-2160	landslide related roadway repairs - FEMA funded	RF, DP, EZ
Laurel Glen Rd PM 1.97 Landslide Santa Cruz Co, CA							DP, KL, MV, KD, JL, PS
Soquel San Jose Rd PM 3.97 Santa Cruz Co, CA							DP, KL, MV, KD, JL, PS
Prescott Road Landslide Santa Cruz Co, CA							RF, DP, RB, MM
Soquel-San Jose Rd PM 5.91 Santa Cruz Co, CA							CH, RF, DP, MM, PG, EZ, RB
Soquel-San Jose Rd PM 5.36 Santa Cruz Co, CA							CH, RF, DP, MM, PG, EZ, RB
Kings Creek Rd PM 0.96 Santa Cruz Co, CA							RF, PS, KL, JL
Kings Creek Rd PM 3.16 Santa Cruz Co, CA							RF, PS, KL, JL
Kings Creek Rd PM 3.03 Santa Cruz Co, CA							RF, PS, KL, KD
Glenwood Dr PM 0.90 Santa Cruz Co, CA							DP, RF, KL, PS, JL
Old Bear Creek Rd PM 0.01 Santa Cruz Co, CA							KL, JH, PS, KD, DP, JL
Trout Gulch PM 1.16 Santa Cruz, CA							KL, PS, DP, KD
Trout Gulch PM 1.85 Santa Cruz Co, CA							KL, KD, DP, PS
Trout Gulch PM 1.90 Santa Cruz Co, CA							KL, KD, DP, PS
Trout Gulch PM 2.74 Santa Cruz Co, CA							KL, PS, DP, KD

CLIENT	CE&G STAFF
ACPWA - Alameda Co Public Works Agency	CH Chris Hockett WR Wilson Radford
CoL - City of Lafayette	PG Phil Gregory JL Justin Lindeman
CoOPW - City of Oakland Public Works	MM Mark Myers PS Paul Sorci
CoR - City of Richmond	EZ Eli Zane KL Kevin Loeb
Lake County	DB Dave Burger DP Dan Peluso
MCDPW - Marin Co Dept. of Public Works	RL Ronaldo Longoria RF Reid Fisher
City of San Jose	TU Tochi Uzegbu Dbus Dave Buscheck
Santa Clara County	
SCCDPW - Santa Cruz Co Dept of Public Works	
Tuolumne County Community Resources	

EXECUTION OF SAMPLE AGREEMENT

Cal Engineering & Geology certifies that the sample agreement in Exhibit A of the RFP for the Culvert Rehabilitation/Replacement on Various County Roads repair project has been reviewed by an officer of CE&G, and “we find no exceptions or changes to the agreement.”

10. PROJECT SCHEDULE



APPENDIX A: AMMENDMENT NO. 1

GENERAL SERVICES ADMINISTRATION

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

LOCATION: 12200-B Airport Road, Martell, CA

PHONE: (209) 223-6759 FAX: (209) 223-0749 E-MAIL jhopkins@amadorgov.org



January 23, 2020

Amendment No. 1

Request for Proposals RFP No. 20-03

Preliminary Engineering and Final Design for
Culvert Rehabilitation/Replacement on Various County Roads

NOTICE TO ALL PROSPECTIVE BIDDERS

THE FOLLOWING ITEMS AND INFORMATION WILL SUPERSEDE THOSE PREVIOUSLY STATED IN THIS REQUEST FOR QUALIFICATIONS OR IN ANY E-MAIL CORRESPONDENCE:

CHANGES AND CLARIFICATIONS:

Item 1: **REQUEST FOR PROPOSALS: RFP 20-03 Preliminary Engineering and Final Design for Culvert Rehabilitation/Replacement on Various County Roads “TERMS OF REQUEST FOR PROPOSALS” paragraph 3**

Delete: **Amendments and/or Addendums: paragraph 3**

Replace with:

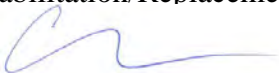
Amendments and/or Addendums: We expect that you may have questions as you prepare your response to the RFP and/or changes may be necessary. To handle questions or changes most effectively and to ensure that everyone has the same information, we request that you promptly send your question(s) to www.publicpurchase.com. Respondent's must register at <http://www.publicpurchase.com/amadorco.ca> to view answers to posted questions, see amendments or addendums and/or download information regarding this RFP (please see Electronic Disclaimer below). Questions must be received no later than **February 13, 2020 at 1:30 p.m.** Should it be found necessary, the County of Amador General Services Administration Director, or his designee, shall issue a written amendment/addendum or respond to questions which will be posted to www.publicpurchase.com. Anyone acquiring “hard copies” from the office of General Services shall be placed on a “Holders List” and notified of any changes. Amendments/addendums issued must be signed and included in your proposal.

Proposals are required to be submitted no later than **1:30 p.m. Thursday, February 20, 2020** to Amador County General Services Administration, 12200 Airport Road, Jackson, CA 95642. Questions must be received no later than **Thursday, February 13, 2020 at 1:30 p.m.**

Disclaimer Regarding Plan Rooms and Electronic Information

All Bidders and their proposed subcontractors should contact the County to receive copies of current RFP Information and Documents. Consultant who rely on RFP Information and Documents obtained from plan rooms or any web site or any contact e-mail addresses accept responsibility for any inaccurate or incomplete information. **DISCLAIMER REGARDING ELECTRONIC INFORMATION:** Computer-based and electronic information, including any contact e-mail addresses (“Electronic Information”) for Amador County **Request for Proposals (RFP) 20-03 Preliminary Engineering and Final Design for Culvert Rehabilitation/Replacement on Various County Roads** is provided solely for the convenience of prospective Bidders, and are not considered part of the RFP Information and Documents. No representation or warranty is made, either expressed or implied, with regard to the accuracy or suitability of said Electronic Information for any purpose whatsoever. It is the responsibility of prospective Bidders to verify all aspects of the Electronic Information against the County’s official hard-copies of the RFP Information and Documents. In the event of any conflict between the County’s official hard-copies of the RFP Information and Documents and the Electronic Information, the official hard-copies of the RFP Information and Documents shall govern. Utilization or viewing of said Electronic Information, including contact e-mail addresses, shall constitute implicit acknowledgement and acceptance of the provisions of this paragraph.

This Amendment must be signed and attached with all other required documents when you submit your proposal. This Amendment is hereby made a part of and incorporated herein by reference into “Request for Proposals (RFP) 20-03 Preliminary Engineering and Final Design for Culvert Rehabilitation/Replacement on Various County Roads.”

Signature:  _____ Date: 2/19/2020

Any questions regarding this Amendment, please e-mail www.publicpurchase.com or contact General Services at (209) 223-6375.

APPENDIX B: RESUMES

RELEVANT CULVERT EXPERIENCE

US 101 Culvert

Marin City, CA

Principal-in-charge for the design of a 48 inch culvert below Highway 101 in Marin City. Work included a detailed settlement analysis of the Caltrans freeway embankment underlain by up to 40 feet of young Bay Mud. The settlement analyses were reviewed and accepted by Caltrans prior to moving forward with design.

Glorietta Boulevard Culvert

Orinda, CA

Project manager for a geotechnical study and design of a trenchless replacement of 290 feet of collapsing 60 inch corrugated metal pipe culvert beneath a developed residential area. The geotechnical work included drilling and sampling of three borings using limited access equipment. Design included development of plans and specifications for the trenchless replacement of the existing pipe, including preliminary design and layout of launching and receiving shafts in residential yards.

Laguna Creek Emergency Culvert Repair

Moraga, CA

Lead design engineer for a geotechnical investigation and preparation of plans, specifications, and estimates (PS&E) for repair of a 9 foot diameter culvert inlet and outlet structures after the structures failed during a winter storm. The plans for the federally funded project consisted of removing and replacing the existing headwall, endwall, and wingwalls to their pre-disaster condition and the incorporation of rock slope protection placed on the creek bed to reduce the potential for undermining of the new structures.

Trenchless Culverts Below I-880

Fremont, CA

Project manager and lead design engineer for twin 60 inch culverts below I-880 to increase the storm water conveyance capacity of Laguna Creek (Zone 6, Line E) for the Alameda County Flood Control and Water Conservation District. Completed geotechnical data and design reports and provided civil and structural design services for the upstream and downstream concrete transition structures. The project design included tunneling below the freeway using steel rib and lagging casing with less than 5 feet of cover. The project was designed jointly by District staff and CE&G staff and was reviewed and approved by Caltrans.

North Lane Storm Water Mitigation

Orinda, CA

Project manager for a geotechnical report for an approximately 1,200 foot long, 60 inch diameter reinforced concrete pipe storm drain to convey storm water runoff from the west end of North Lane to San Pablo Creek in Orinda. The downstream 400 foot portion of the storm drain is located below Camino Pablo and the EBMUD Orinda Filter Plant and was installed using trenchless installation techniques. The scope of work also included preparing full PS&E for the trenchless portion of the project.

Laguna Creek Emergency Culvert Repair

Moraga, CA

Lead design engineer for a geotechnical investigation and preparation of plans, specifications, and estimates (PS&E) for repair of a 9 foot diameter culvert inlet and outlet structures after the structures failed during a winter storm. The plans for the federally funded project consisted of removing and replacing the existing headwall, endwall, and wingwalls to their pre-disaster condition and the incorporation of rock slope protection placed on the creek bed to reduce the potential for undermining of the new structures.



CERTIFICATIONS

Ca Civil Engineer No. 71938
Ca Geotechnical Engineer
No. 2928

YEARS OF EXPERIENCE

15 (15 with CE&G)

EDUCATION

M.S., Civil Engineering, San
Jose State University, 2008
B.S., Civil Engineering,
California Polytechnic State
University, San Luis Obispo,
2004

ACCOMPLISHMENTS

- Preparation of plans, specifications, and engineer's estimates for public works projects
- Development of geotechnical data and design reports and PS&E for trenchless pipelines
- Caltrans foundation design reports for bridges
- Three-dimensional modeling of roadway corridors, retaining walls, and earthwork operations
- Invited lecturer to teach Alameda County staff CE&G's floodwall design process
- Geogrid-reinforced earth embankments and segmental retaining wall designs

MARK MYERS, P.E., G.E.

Principal Engineer



RELEVANT EXPERIENCE

East Avenue Trail Storm Damage

Hayward, CA

Project manager for storm damages along trail in the Hayward hills for a park district. The project consisted of 12 sites damaged by the January 2017 storms which received FEMA disaster declaration. The 12 sites included creek bank failures, slope failures, and culvert failures. The proposed culvert repairs consist of the replacement of plugged and damaged corrugated metal pipe (CMP) culvers with high density polyethylene (HDPE) pipe culverts. At one site, a new inlet structure is to be installed. At another location, a trash rack is recommended along with a single larger diameter pipe to replace multiple smaller diameter CMP. These measures are intended to reduce the potential for plugging and improve maintenance. Rock slope protection is to be placed at the culvert outlets. CE&G is awaiting coordination between the district and FEMA to complete final design of the repairs and completion of the plans, specifications, and estimate. CE&G will also provide construction observation services.

Culvert Replacement Project

Moraga, CA

Project manager and lead engineer responsible for geotechnical investigation, testing, and analyses program for replacement of a culvert which failed during 2005-2006 storms. The creek overtopped the roadway and silt accumulation buried the culvert, which resulted in a modified culvert profile. Prepared a design for temporary shoring to allow installation of the culvert which varied from zero to 24 feet and provided details to allow incorporation of the existing headwall into the new headwall required as a result of the new pipe profile.

Lakeshore Storm Drain Improvements

Oakland, CA

Managed geotechnical investigation for a new pre-cast box culvert at Lake Shore Avenue. Work was completed as part of an awarding winning project undertaken by the Alameda County Flood Control Agency. The project included construction of a 3,000 foot long 6x8 foot pre-cast concrete box culvert adjacent to an existing cast-in-place box constructed in the early 1960s. The outfall of the line discharges into Lake Merritt. The variable soil conditions along the alignment required that the downstream 1,200 feet of the line be supported on driven piles while the remainder of the project be constructed as a conventional cut and cover box culvert. The project was completed in 2005 with virtually no claims from the contractor.

Bair Island Force Main

Redwood City, CA

Prepared geotechnical design recommendations for construction of 30 to 60 feet deep access shafts for construction of a new force main. The force main is located in Old Bay Mud deposits and below an existing marina. The access shafts were used as jacking and recovery locations for microtunneling of the new force main. The recommendations assumed either square or round shafts on the order of 20-35 feet in diameter or dimension. Being located along the bay margin, the recommendations also needed to account for hydrostatic pressure in addition to earth pressure.

Wet Weather Equalization/Upland Ecotone Restoration

San Lorenzo, CA

Project manager for a geotechnical investigation and design recommendations for the award winning Ecotone/Wet Weather Equalization and restoration project constructed at the Oro Loma Sanitary District Water Treatment Plant in San Lorenzo. Work included a geotechnical evaluation, site investigation, and geotechnical design recommendations for the project which consisted of the construction of an equalization facility for treated wastewater which will divert peak flows, store the water for a period of hours, and then return the stored volume to the waste water treatment plant. The project included construction of an earthen dike, pipelines, manhole structures, and inlet and outlet structures. CE&G provided recommendations for the entire project include the pipelines connecting the facility to the wastewater treatment plant.



CERTIFICATIONS

CA Civil Engineer No.57494
CA Geotechnical Engineer
No.2580

YEARS OF EXPERIENCE

24 (22 with CE&G)

EDUCATION

M.S., Civil Engineering
(Geotechnical), University of
California at Davis
B.S., Civil Engineering, Case
Western Reserve University

ACCOMPLISHMENTS

- Geotechnical investigations for public works projects related to facility improvements and repairs
- Liquefaction hazard assessment and analysis
- Evaluation (static, seismic, rapid drawdown) of embankment dams
- Design of pier and lagging, tie-back, masonry, segmental block, and soil nail retaining wall systems
- Geogrid reinforced slopes and retaining wall systems
- Seismic embankment deformation analyses
- Forensic geotechnical studies and expert witness services

RELEVANT EXPERIENCE

Bailey Road Stabilization

Pittsburg, CA

Project geologist for the stabilization of a failure along a approximate 100 foot section of the road way in Pittsburg. Duties included performing 2 exploratory borings utilizing mud rotary wash system along the edge of an 1:2 (H:V) slope. The project included coordination with local permitting agencies, overseeing traffic control measures, disposal of drilling spoils at the local landfill facility, and coordination with lab testing. Other duties included mapping the geomorphic conditions of the site, creation of geologic cross section, and development of the geotechnical report.

Sir Francis Drake Boulevard

Lagunitas, CA

Senior geologist for subsurface investigation and design of a retaining wall with tiebacks for stabilization of a 140 foot length of roadway along Sir Francis Drake Boulevard near M.P. 15.43 adjacent to Lagunita Creek. Project included PS&E for design of the cast-in-drilled-hole piles providing: length, size, depth, spacing, and location; design of the concrete facing for the wall, design of tieback loads, and design of all reinforcing steel for the retaining wall.

McKillop Road Embankment Stabilization

Oakland, CA

Project geologist for the geotechnical design of a double retaining wall system used to stabilize McKillop Road from a landslide migrating toward the street. Logged and sampled numerous borings as well as installed inclinometers and piezometers. Project included design of a 160 linear feet inner soldier pile wall with two rows of tiebacks, and 190 linear feet outer soldier pile shoring wall connected to the inner wall using tie rods.

Zander Drive Landslide

Orinda, CA

Project geologist for the geologic and geotechnical characterization and stabilization alternatives and feasibility study for a 300 foot wide, 1,000 foot long and 105+ foot deep landslide below a city street and two city-owned parcels. Geotechnical investigations included the review of numerous previous reports and studies, completion of a subsurface exploration, instrumentation, monitoring, and testing program; preparation of a landslide characterization report and a design alternatives report, and cost estimating.

Blackhawk Slope Stabilization

Danville, CA

Project geologist representing the Blackhawk Geologic Hazard Abatement District for the subsurface investigation of an unstable engineered fill slope adjacent and below several single family residences and commercial properties. Duties included drilling and sampling 3 exploratory borings adjacent to existing slope indicator monitoring wells exhibiting movement at specific depths. Other duties included coordination with the property owners and local permitting agencies, development of cross sections and recommendations for remediation methods.

Norton-Rettig Landslide

Oakland, CA

Geologist for large landslide repair affecting 6 residential properties and a city street. The landslide resulted in a road closure and red tagging of the upslope residence. Repair included drilling approximately 30+ large diameter 45+ foot deep soldier piles, tieback installation, approval for keyway and backcut excavations, geologic mapping, construction observations and testing services for engineered fill and multiple tiers of geogrid reinforced keystone block retaining walls, subdrains, and as-built drawing and documentation.



CERTIFICATIONS

- CA Professional Geologist No. 8632
- CA Engineering Geologist No. 2553
- Certified Professional in Erosion and Sediment Control (CPESC)
- SPRAT Level 1 Rope Access Technician No. 181407
- ACI Concrete Field Testing Technician Grade 1 No. 01141910

YEARS OF EXPERIENCE

14 (14 with CE&G)

EDUCATION

B.S., Geology, University of California Davis, 2003

ACCOMPLISHMENTS

- Geologic and geotechnical investigations for public agencies
- Landslide repairs and geologic mapping projects
- Foundation studies for residential and commercial development
- Construction quality assurance for landfill liner placement and cell development
- Radiation safety officer
- American Concrete Institute-certified concrete field testing technician

RELEVANT EXPERIENCE

Tuolumne Co. Storm Damaged Road Repairs **Tuolumne Co., CA**

Project engineer to provide civil and construction management services in support of Buchanan Lane, Italian Bar Road, and Marshes Flat Road repairs as part of an on-call contract with Tuolumne County. Provided technical review services, FEMA grant funding assistance, bidding, and negotiations support, construction management, and construction administration.

Ardenwood Creek **Fremont, CA**

During construction of the project, Wilson Radford served as the primary geotechnical field engineer to observe and document field operations at Ardenwood Creek (Line P). Observations included earthwork along the channel, furnishing and installing multiple-sized reinforced concrete pipes and reinforced concrete box culverts, along with other multiple channel water diversion systems. Deliverables included daily field reports and photographs to Alameda County Flood Control.

San Francisquito Creek **Palo Alto, CA**

From September 2017 to February 2018, CE&G's Wilson Radford served as the primary geotechnical field engineer for construction observations on the San Francisquito Creek Flood Reduction, Ecosystem Restoration, and Recreation Project. Observations included, steel sheet pile installation, concrete placement, and levee fill and compaction efforts. Due to underperforming fill material brought to the site, CE&G mainly provided daily observation during the construction of the levee, assuring fill material was suitable prior to placement, geogrid was oriented and installed correctly, and that compaction efforts were satisfactory before the next lift of soil was placed. Daily documents for construction observations included photo-documentation of all major events during that day of construction and field reports which highlighted key points. The photographs and daily field reports were sent to the lead geotechnical engineer and design team for review and future reference.

Crow Canyon Road Safety Improvements **San Ramon, CA**

Analyzed collected crash data on Crow Canyon Road for 10 year span. Assisted in construction of Detailed Engineers Estimated Cost spreadsheet. Provided aid for AutoCAD work involving detailed sketches for existing conditions and proposed improvements.

Countywide Transportation Plan (CWTP) **Alameda County**

Provided aid in the completion of 15 CWTP funding applications for various projects in Alameda County. Created project location maps via Google Earth. Identified project need and project benefit for each funding application. Assisted in the Detailed Engineers Estimated Cost for each funding application.

Highway Safety Improvements Program (HSIP) **Alameda County**

Provided aid in the completion of 6 HSIP applications for various projects. Created project locations using autoCAD software. Analyzed crash data for each project location. Formed cost/benefit calculations using Transportation Injury Mapping System software (TIMS).

Foothill Road Stabilization **Pleasanton, CA**

Served as the primary project engineer on an emergency repair of Foothill Road in Pleasanton, CA. Approximately 320 linear feet of embankment failed as a result of one of the wettest winters recorded in California, which led to an emergency shutdown of Foothill Road. Stabilization was achieved using CIDH concrete piles constructed along the top of the road, grade beam tying the piles together, and a concrete waler to serve as an anchor point for one row of tiebacks.



YEARS OF EXPERIENCE

4 (3 with CE&G)

EDUCATION

BS, Civil Engineering, San Jose State University, 2015

ACCOMPLISHMENTS

- Preparation of Plans, Specification, and Estimates for public works projects.
- Preparation of geotechnical design reports including recommendations for retaining walls and foundations.
- Development of calculation packages and plans involving design of concrete stem retaining walls with tiebacks, soldier pile and wood lagging retaining walls, and soil nail retaining walls.

RELEVANT EXPERIENCE

Rifle Range Road Stabilization

Richmond, CA

Assisted project geologist by developing a project database that incorporated regional geology, landslide and topography data as well as CE&G field mapping for a landslide on the downslope side of Rifle Range Road. Assisted project engineers to develop 70% and 100% Plans. Project won the 2019 APWA Northern California Chapter award for the best "Project less than \$5 million" category.

Emergency Response - Roadways

Alameda County, CA

Supported project engineers and geologists under an on-call contract with Alameda County for emergency site assessments after the 2016-2017 storms. The damage included two debris flows on Kilkare Road, a debris flow on Palomares Road, landslide on Koopman Road, and creek bank erosion adjacent to Foothill Road. Deliverables included a set of topographic maps and figures for the site assessment reports for each of the sites, as well as conceptual plans. The reports assisted the County to obtain FEMA funding.

Calaveras Road Stabilization

Milpitas, CA

Assisted design engineers with Plan preparation for stabilization of 200-foot long roadway embankment that was damaged as a result of storm induced landslide. Repair used cast-in-place-drilled piers and ground anchors.

Sierra Road Landslide Repair

San Jose, CA

Supported project engineers with figure and plan preparation for a FEMA approved project for the City of San Jose. Work included GIS figure preparation for an alternatives evaluation report, as well as developing Civil 3D objects (surfaces, alignments, profile and section views) and drafting for the 65%, 95%, and 100% design levels for the two damaged sites on Sierra Road. Design included a 10-foot tall soil nail and shotcrete retaining wall, drainage energy dissipator, and midwest guardrail system at both damage sites.

Flood Control Operation & Maintenance Manuals

Alameda County, CA

Management of GIS related tasks for preparation of Operation and Maintenance Manuals for Alameda County Flood Control District channels. The O&M manuals were prepared for Estudillo Canal, Chabot Creek, Industrial Creek, and Masonic Home Creek, the scope of work included creating and managing databases including channel assets and as-built information in accordance with the provided standards. The databases contained information collected during field inspections including asset identification, sizes and material type of assets, condition assessments, channel access points, precipitation data, 100-year flood hazard data, county spatial data, and others. Responsible for reviewing, georeferencing, and digitizing As-Built plans for future District use and preparing final manual figures.

SCVWD Spillway Assessments

Morgan Hill, CA

GIS Specialist providing support in processing raw UAV data in order to create a 3-D model (point cloud) of the Anderson dam. The high-resolution drone photographs were used to create an orthomosaic of the site using photogrammetric methods for dam inspection and future change detection purposes. Deliverables included field figures and georeferenced orthomosaic.



CERTIFICATIONS

- GISP No. 160692
- Certified Commercial UAS (Part 107) Pilot No. 4257178

YEARS OF EXPERIENCE

6 (4 with CE&G)

EDUCATION

- Postgraduate Studies, Geographic Information Systems, Warsaw University of Technology, Poland
- M.S., Environmental Protection, Warsaw University of Life Sciences, Poland
- B.S., Environmental Protection, Warsaw University of Life Sciences, Poland

ACCOMPLISHMENTS

- GIS for engineering & geology
- Digital elevation model (DEM) and its derivatives: hillshade, aspect, contour, and slope
- Creation and management of geodatabases
- Data migration between ArcMap, AutoCAD Civil 3D,
- 3D modeling of roadway corridors, retaining walls, earthwork operations, and pipe networks.
- Technical illustrations for geologic and geotechnical investigative reports



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RESUME

JEFFERY J. LITTLE

Vice President / Principal-in-Charge / Regulatory Specialist

Mr. Little is an environmental consultant with over 27 years of experience with Sycamore Environmental evaluating environmental, permitting, biological, and cultural issues. He provides environmental review, permitting, and biological analysis, and serves as project manager during all phases of project development. Mr. Little identifies the necessary technical studies during project evaluation and provides QA/QC review. He manages staff and subconsultants on private and public projects. Mr. Little evaluates environmental and regulatory constraints to assist his clients determine realistic schedules of permits and entitlements. He develops project design recommendations to achieve regulatory compliance with the numerous applicable local, state, and federal environmental laws and regulations. Mr. Little prepares CEQA/ NEPA documents and provides QA/QC review of the necessary technical studies. His project experience involves coordinating with public agencies, private Clients, and project engineers to obtain data for impact analyses and mitigation recommendations. He conducts CEQA public outreach, participates in public workshops and advisory councils, and attends Planning Commission, City Council and Board of Supervisor hearings. Mr. Little heads Sycamore Environmental's Regulatory Compliance Program; during the permit phase, he prepares applications and mitigation plans for Section 404 Nationwide permits, U.S. Fish and Wildlife Service Section 7 Consultations, California Department of Fish and Wildlife 1600 Streambed Alteration Agreements, Regional Water Quality Control Board Water Quality Certifications, CVFPB encroachment permits, and BCDC permit applications.

EDUCATION: Sacramento City College, Sacramento, CA A.A. Business, 1990

PERMITS / TRAININGS / CERTIFICATIONS:

- SMARA Fundamentals & Emerging Issues, 2011 – HTHJ Law, Sacramento, CA
- CA Wetland Delineation Course, Wetlands Training Institute, Sacramento, CA. 2000.
- Annual Land User, Real Estate, and Environmental Law Update, 2014 & 2008 – Abbott & Kinderman, Sacramento, CA
- CDFW Scientific Collecting Permit SC-7617
- CDFW Plant Collecting Permit 2081(a)-17-119-V

SELECTED PROJECT EXPERIENCE:

Mare Island Causeway BPMP, City of Vallejo, Solano Co. Principal-in-Charge. The Mare Island Causeway Bridge is a contributing resource to the Mare Island Historic District. Overseeing preparation of Natural Environment Study (NES), Biological Assessment (BA), and historic resource reports. Coordination with Caltrans, City and historical subconsultant. 2016-Ongoing.

Mt Murphy Road at the South Fork American River Bridge Replacement, Marshall Gold Discovery State Historic Park, Coloma, El Dorado County, CA. Environmental Project Manager for the replacement of a National Register eligible historic bridge in Marshall Gold Discovery Park, which is on the National Register of Historic Properties as a National Historic Landmark District. Managing preparation of required technical studies and the CEQA/NEPA documents. 2015-Ongoing

Mosher Road Property (formerly Triangle Point, Waterman Park) Project, City of Elk Grove, CA. Appealed Corps' Jurisdictional Determination; obtained reduction in acreage from 3.62 acres to 0.50 ac. Obtained City approval for off-site, 3rd party Swainson's hawk mitigation. Managed technical studies to satisfy CEQA mitigation measures. Coordinated with City over Grant Line Road Widening impacts to wetlands on property. Coordinated with City, SMUD, and CSD to address SMUD's concerns that the stormwater detention basin could become habitat for special status species. Prepared Detention Basin O&M Plan for approval by stakeholders. Obtained the 404 NWP and 401 WQC for Triangle Point. 2007 – 2011.

Love's Country Store Project EIR; City of Williams, CA; 2014-2016. Principal-in-Charge; Oversaw internal preparation of biological resources evaluations and managed subconsultants preparation of cultural resources studies, noise assessment, air quality and greenhouse gas analysis, and traffic report. Prepared an EIR to evaluate potential impacts using the technical studies. The Project was approved by the City Council in October 2016.

Cal.Net El Dorado North CASF Wireless Broadband Grant Project, El Dorado Co. Principal-in-Charge for a CPUC CASF funded last-mile wireless infrastructure project to serve rural communities in El Dorado County. Oversaw TCNS notifications, cultural resource subconsultant, biological resource evaluation, building permit application, CEQA ISMND and NEPA Checklist preparation. 2016-2018.

SAMPLE CONSULTING SERVICES AGREEMENT

THIS CONSULTING SERVICES AGREEMENT (this "Agreement") is entered into as of _____, 2020 by and between the COUNTY OF AMADOR, a political subdivision of the State of California (the "County") and Cal Engineering & Geology, Inc., a California Corporation (the "Consultant").

RECITALS

A. The 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 services for the Department of Transportation and Public Works (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 13. 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 shall complete each project assigned by County in accordance with an agreed-upon schedule.
 - 1.5 Consultant shall comply with the State of California's General Prevailing Wage Rate requirements in accordance with California Labor Code, Section 1770, and all Federal, State, and local laws and ordinances applicable to the work.
 - 1.6 Any subcontract entered into as a result of this Agreement, if for more than \$25,000 for public works construction or more than \$15,000 for the alteration, demolition, repair, or maintenance of public works, shall contain all of the provisions of this Article, unless the awarding agency has an approved labor compliance program by the Director of Industrial Relations.
 - 1.7 When prevailing wages apply to the services described in the scope of work, transportation and subsistence costs shall be reimbursed at the minimum rates set by the Department of Industrial Relations (DIR) as outlined in the applicable Prevailing Wage Determination. See <http://www.dir.ca.gov>.
2. SERVICES TO BE RENDERED BY COUNTY. County agrees to make available to Consultant all existing maps, volume data, procedural or as-built data, existing plans and documents applicable to any assigned project constituting the Work.
 3. CHANGES IN SCOPE OF SERVICES. Only the Amador County Board of Supervisors 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. Consultant acknowledges that no County staff person or County officer other than the Board of Supervisors 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 shall be null and void.

Consultant shall only commence work covered by any amendment after the amendment is executed and notification to proceed has been provided by County's Contract Administrator.

4. TERM; TERMINATION OF AGREEMENT. This Agreement shall go into effect on the date of execution by County, and Consultant shall commence work after notification to proceed by the County's Contract Administrator. This Agreement shall terminate upon the earlier of the successful completion of the Work or three (3) years following the date of execution, unless extended in writing by mutual agreement of the parties. Consultant is advised that recommendation for contract award is not binding on the County until the contract is fully executed and approved by County.
 - 4.1 County reserves the right to terminate this Agreement with or without cause on thirty (30) calendar days written notice to Consultant with the reasons for termination stated in the notice.
 - 4.2 County may terminate this Agreement with Consultant should Consultant fail

to perform the covenants herein contained at the time and in the manner herein provided. In the event of such termination, County may proceed with the work in any manner deemed proper by County. If County terminates this Agreement with Consultant, County shall pay Consultant the sum due to Consultant under this Agreement prior to termination, unless the cost of completion to County exceeds the funds remaining in the Agreement. In which case the overage shall be deducted from any sum due Consultant under this Agreement and the balance, if any, shall be paid to Consultant upon demand.

4.3 The maximum amount for which the County shall be liable if the Agreement is terminated is for all services satisfactorily rendered up to the effective date of termination.

5. PROGRESS REPORTS. Consultant shall submit monthly a report containing a detailed statement of all services performed and all work accomplished under this Agreement since Consultant's last monthly report, along with separate invoices for each bridge 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, see Attachment "C" for sample Progress Report.

6. COMPENSATION TO CONSULTANT.

6.1 The method of payment for this Agreement will be based on actual cost plus a fixed fee. County will reimburse Consultant for actual costs (including labor costs, employee benefits, travel, equipment rental costs, overhead and other direct costs) incurred by Consultant in performance of the work. Consultant will not be reimbursed for actual costs that exceed the estimated wage rates, employee benefits, travel, equipment rental, overhead, and other estimated costs set forth in the approved Consultant's Cost Proposal, unless additional reimbursement is provided for by contract amendment. In no event, will Consultant be reimbursed for overhead costs at a rate that exceeds County's approved overhead rate set forth in the Cost Proposal. In the event, that County determines that a change to the work from that specified in the Cost Proposal and contract is required, the contract time or actual costs reimbursable by County shall be adjusted by contract amendment to accommodate the changed work. The maximum total cost as specified in subsection 6.8 shall not be exceeded, unless authorized by contract amendment.

6.2 In addition to the allowable incurred costs, County will pay Consultant a fixed fee of **\$ (AMOUNT)**. The fixed fee is nonadjustable for the term of the Agreement, except in the event of a significant change in the scope of work and such adjustment is made by contract amendment.

6.3 Reimbursement for transportation and subsistence costs shall not exceed the rates specified in the approved Cost Proposal.

6.4 When milestone cost estimates are included in the approved Cost Proposal, Consultant shall obtain prior written approval for a revised milestone cost estimate from the Contract Administrator before exceeding such cost estimate.

- 6.5 Progress payments will be made monthly in arrears based on services provided and allowable incurred costs. A pro rata portion of Consultant's fixed fee will be included in the monthly progress payments. If Consultant fails to submit the required deliverable items according to the schedule set forth in the Statement of Work, County shall have the right to delay payment or terminate this Contract in accordance with the provisions of Section 4 Term; Termination.
- 6.6 No payment will be made prior to approval of any work, nor for any work performed prior to approval of this Agreement.
- 6.7 Consultant will be reimbursed, as promptly as fiscal procedures will permit upon receipt by County's Contract Administrator of itemized invoices in triplicate. Invoices shall be submitted no later than 45 calendar days after the performance of work for which Consultant is billing. Invoices shall detail the work performed on each milestone and each project as applicable. Invoices shall follow the format stipulated for the approved Cost Proposal and shall reference this contract number and project title. Final invoice must contain the final cost and all credits due County including any equipment purchased under the provisions of Section 11 Equipment Purchase on Attachment C of this Agreement. The final invoice should be submitted within 60 calendar days after completion of Consultant's work. Invoices shall be mailed to the County's Project Administrator at the address identified in section 23, below.
- 6.8 The total amount payable by the County shall not exceed Fifty Thousand Dollars and No Cents (\$50,000.00).
- 6.9 Salary increases will be reimbursable if the new salary is within the salary range identified in the approved Cost Proposal and is approved by County's Contract Administrator.
- 6.10 For personnel subject to prevailing wage rates as described in the California Labor Code, all salary increases, which are the direct result of changes in the prevailing wage rates are reimbursable.
- 6.11 All subcontracts in excess of \$25,000 shall contain the above provisions.

7. SUPERVISION OF THE WORK.

- 7.1 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.
- 7.2 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. Except as provided above, there shall be no change in Consultant's Project Manager or members of the project team, as listed in the

approved Cost Proposal, which is a part of this Agreement without prior written approval by County's Contract Administrator.

- 7.3 Consultant shall be responsible to County for the negligent, reckless, or willful misconduct of Consultant's employees, subcontractors, and their agents and employees, and any other persons performing any of the Work under a contract with Consultant.
8. SUBCONTRACTING. Nothing contained in this Agreement or otherwise, shall create any contractual relation between County and any subconsultant(s), and no subcontract shall relieve Consultant of its responsibilities and obligations hereunder. Consultant agrees to be as fully responsible to County for the acts and omissions of its subconsultant(s) and of persons either directly or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by Consultant. Consultant's obligation to pay its subconsultant(s) is an independent obligation from County's obligation to make payments to the Consultant.
- 8.1 Consultant shall perform the work contemplated with resources available within its own organization and no portion of the work pertinent to this Agreement shall be subcontracted without written authorization by County's Contract Administrator, except that, which is expressly identified in the approved Cost Proposal.
- 8.2 Consultant shall pay its subconsultants within ten (10) calendar days from receipt of each payment made to Consultant by County.
- 8.3 Any subcontract in excess of \$25,000 entered into as a result of this Agreement shall contain all of the provisions stipulated in this Agreement to be Applicable to subconsultants.
- 8.4 Any substitution of subconsultant(s) must be approved in writing by County's Contract Administrator prior to the start of work by the subconsultant(s).
9. 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. Consultant and any subconsultant shall permit County, the state, and the FHWA if federal participating funds are used in this contract; to review and inspect the project activities and files at all reasonable times during the performance period of this contract including review and inspection on a daily basis.
10. ASSIGNMENTS. Neither party may assign, sublet, or transfer its interest in this Agreement without the written consent of the other.
11. 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.

12. 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.

13. INSURANCE. Consultant shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Consultant, its agents, representatives, or employees. Within five (5) business days of award of the Bid to Consultant, Consultant shall furnish to County satisfactory proof that Consultant has the following insurance:

13.1 Minimum Scope and Limit of Insurance: Coverage shall be at least as broad as:

13.1.1 Commercial General Liability (CGL): Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than \$1,000,000 per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.

13.1.2 Automobile Liability: Insurance Services Office Form Number CA 0001 covering, Code 1 (any auto), or if Consultant has no owned autos, Code 8 (hired) and 9 (non-owned), with limit no less than \$1,000,000 per accident for bodily injury and property damage.

13.1.3 Workers' Compensation insurance as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease.

(If Consultant has no employees a Certificate of Exemption from Worker's Compensation Laws must be completed using the County's form and submitted with all other insurance documents).

13.1.4 Professional Liability (Errors and Omissions) Insurance appropriate to the Consultant's profession, with limit no less than \$2,000,000 per occurrence or claim, \$2,000,000 aggregate.

Broader Coverage/Higher Limits: If the Consultant maintains broader coverage and/or higher limits than the minimums shown above, the County requires and shall be entitled to the broader coverage and/or higher limits maintained by the Consultant. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the County.

13.2 The insurance policies are to contain, or be endorsed to contain, the following provisions:

13.2.1 Additional Insured Status: The County, its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Consultant including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Consultant's insurance (at least as broad as ISO Form CG 20 10 11 85 or both CG 20 10, CG 20 26, CG 20 33, or CG 20 38; and CG 20 37 forms if later revisions used).

13.2.2 Primary Coverage: For any claims related to this contract, the Consultant's insurance coverage shall be primary insurance primary coverage at least as broad as ISO CG 20 01 04 13 as respects the County, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the County, its officers, officials, employees, or volunteers shall be excess of the Consultant's insurance and shall not contribute with it.

13.2.3 Notice of Cancellation: Each insurance policy required above shall state that coverage shall not be canceled, except with notice to the County.

13.2.4 Waiver of Subrogation: Consultant hereby grants to County a waiver of any right to subrogation which any insurer of said Consultant may acquire against the County by virtue of the payment of any loss under such insurance. Consultant agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the County has received a waiver of subrogation endorsement from the insurer.

13.3 Self-Insured Retentions: Self-insured retentions must be declared to and approved by the County. The County may require the Consultant to provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or County.

13.4 Acceptability of Insurers: Insurance is to be placed with insurers

authorized to conduct business in the state with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to the County.

13.5 Claims Made Policies: If any of the required policies provide coverage on a claims-made basis:

13.5.1 The Retroactive Date must be shown and must be before the date of the contract or the beginning of contract work.

13.5.2 Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the contract of work.

13.5.3 If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, the Consultant must purchase "extended reporting" coverage for a minimum of five (5) years after completion of contract work.

13.6 Verification of Coverage: Consultant shall furnish the County with Certificates of Insurance including all required amendatory endorsements (or copies of the applicable policy language effecting coverage required by this clause) and a copy of the Declarations and Endorsement Page of the CGL policy listing all policy endorsements to County before work begins. However, failure to obtain the required documents prior to the work beginning shall not waive the Consultant's obligation to provide them. The County reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time. Certificates and endorsements shall refer to the Project or Work. Certificates of Insurance shall list the Certificate Holder as: County of Amador, Attn: Mark Hopkins, Public Works, 810 Court Street, Jackson, Ca 95642. Consultant shall provide all insurance documentation to the Contract Administrator.

13.7 Subcontractors: Consultant shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and Consultant shall ensure that County is an additional insured on insurance required from subcontractors.

13.8 Special Risks or Circumstances: County reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

14. OWNERSHIP OF PLANS AND DATA.

14.1 Upon completion of all work under this contract, ownership and title to all reports, documents, plans, specifications, and estimates produce as part of this contract will automatically be vested in County; and no further agreement will be necessary to transfer ownership to County. Consultant shall furnish County all necessary copies of data needed to complete the review and approval process.

14.2 It is understood and agreed that all calculations, drawings and specifications, whether in hard copy or machine-readable form, are intended for one-time use in the construction of the project for which this contract has been entered into.

14.3 Consultant is not liable for claims, liabilities, or losses arising out of, or connected with the modification, or misuse by County of the machine-readable information and data provided by Consultant under this Agreement; further, Consultant is not liable for claims, liabilities, or losses arising out of, or connected with any use by County of the project documentation on other projects for additions to this project, or for the completion of this project by others, except only such use as may be authorized in writing by Consultant.

14.4 Applicable patent rights provisions regarding rights to inventions shall be included in the contracts as appropriate (48 CFR 27, Subpart 27.3 - Patent Rights under Government Contracts for federal-aid contracts).

14.5 County may permit copyrighting reports or other agreement products. If copyrights are permitted; the agreement shall provide that the FHWA shall have the royalty-free nonexclusive and irrevocable right to reproduce, publish, or otherwise use; and to authorize others to use, the work for government purposes.

14.6 Any subcontract in excess of \$25,000 entered into as a result of this Agreement, shall contain all of the provisions of this Section.

15. INDEMNIFICATION. For all liability NOT arising out of its professional services, Consultant agrees to indemnify, defend (with counsel reasonably approved by County) and hold harmless County and its officers, officials, employees, agents and volunteers from and against any and all claims, actions, losses, damages, judgments and/or liabilities arising out of this Agreement from any cause whatsoever, including the acts of any person or entity under the control of the Consultant and for any costs or expenses (including but not limited to attorneys' fees) incurred by County on account of any claim except where such indemnification is prohibited by law. Consultant's indemnification obligation applies to County's active as well as passive negligence but does not apply to County's sole negligence or willful misconduct.

For liability arising out the performance of its professional services under this Agreement, Consultant agrees to indemnify and hold harmless County and its officers, officials, employees, and volunteers from and against liability for damages to the extent caused by the negligent acts, errors or omissions of the Consultant. Under its indemnity obligation Consultant shall reimburse County for the proportionate share of reasonable defense costs to the degree of fault of the engineer as determined by a court or arbitration. Consultant's indemnification obligation does not apply to County's negligence or willful misconduct.

16. 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 by County to be required by law or by court order.

17. 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 design drawings, estimates, 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.

18. NON-DISCRIMINATION. Consultant shall provide all services under this Agreement without discrimination, and shall not discriminate against any employee or applicant for employment.

19. CONFLICT OF INTEREST.

19.1 Consultant shall disclose any financial, business, or other relationship with the County that may have an impact upon the outcome of this Agreement, or any ensuing County construction project. The Consultant shall also list current clients who may have a financial interest in the outcome of this Agreement, or any ensuing County construction contract, which will follow.

19.2 Consultant hereby certifies that it does not now have, nor shall it acquire any financial or business interest that would conflict with the performance of services under this Agreement. Any subcontract entered into by Consultant relating to this Agreement, shall bind the subcontractor to all of the provisions of this Section in any such subcontract, and substituting the name of the subcontractor in place of the word "Consultant" where it appears in this Section.

19.3 Any subcontract in excess of \$25,000 entered into as a result of this Agreement, shall contain all of the provisions this Section.

19.4 Consultant hereby certifies that neither Consultant, nor any firm affiliated with Consultant will bid on any construction contract, or any contract to provide construction inspection for any construction project resulting from this Agreement. An affiliated firm is one, which is subject to the control of the same persons through joint- ownership, or otherwise.

19.5 Except for subconsultants whose services are limited to providing surveying or materials testing information, no subconsultant who has provided design services in connection with this contract shall be eligible to bid on any

construction contract, or on any contract to provide construction inspection for any construction project resulting from this Agreement.

20. ALCOHOL-FREE AND DRUG-FREE WORK PLACE POLICY.

20.1 That while performing any services pursuant to the Contract, being present on any County property, or using any County equipment, the Contractor, its employees, sub-contractors and agents (1) Shall not be in any way be impaired because of being under the influence of alcohol or a drug; (2) Shall not possess, consume, or be under the influence of alcohol and/or an illegal drug; and (3) Shall not sell, offer, or provide alcohol or an illegal drug to another person.

20.2 If Contractor, or any employees, sub-contractors violate any of the above provisions, the County may terminate the Contract immediately.

21. COVENANT AGAINST CONTINGENT FEES. Consultant warrants, by execution of this Agreement that no person or selling agency has been employed, or retained, to solicit or secure this contract upon an agreement or understanding, for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees, or bona fide established commercial or selling agencies maintained by Consultant for the purpose of securing business. For breach or violation of this warranty, County has the right to annul this contract without liability; pay only for the value of the work actually performed, or in its discretion to deduct from the contract price or consideration, or otherwise recover the full amount of such commission, percentage, brokerage, or contingent fee.

22. 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: Cal Engineering & Geology, Inc.
785 Ygnacio Valley Road
Walnut Creek, California 94596

To County: Department of Transportation and Public Works
Project Administrator
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.

23. 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.
24. 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.
25. 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.
26. 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.
27. 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.
28. RETENTION OF RECORDS/AUDIT. For the purpose of determining compliance with Public Contract Code 10115, et seq. and Title 21, California Code of Regulations, Chapter 21, Section 2500 et seq., when applicable and other matters connected with the performance of the contract pursuant to Government Code section 8546.7; the Consultant, subconsultants, and the County shall maintain all books, documents, papers, accounting records, and other evidence pertaining to the performance of the contract, including but not limited to, the costs of administering the contract. All parties shall make such materials available at their respective offices at all reasonable times during the contract period and for three years from the date of final payment under the Contract, or the termination date of the Contract, whichever is later. The state, the State Auditor, County, FHWA, or any duly authorized representative of the federal government shall have access to any books, records, and documents of the Consultant and its certified public accountants (CPA) work papers that are pertinent to the Agreement and indirect cost rates (ICR) for audit, examinations, excerpts, and transactions, and copies thereof shall be furnished if requested. Subcontracts in excess of \$25,000 shall contain this provision.

29. AUDIT REVIEW PROCEDURES.

- 29.1 Any dispute concerning a question of fact arising under an interim or post audit of the Agreement that is not disposed of by agreement, Shall be reviewed by the County's Auditor.
- 29.2 Not later than 30 days after the issuance of the final audit report, Consultant may request a review by the County's Auditor of unresolved audit issues. The request for review will be submitted in writing.
- 29.3 Neither the pendency of a dispute nor its consideration by County will excuse Consultant from full and timely performance, in accordance with the terms of this Agreement.
- 29.4 Consultant and subconsultant contracts, including cost proposals and ICR, are subject to audit and reviews, such as, but not limited to, a contract audit, an incurred cost audit, an ICR audit, or a CPA ICR audit work paper review. If selected for an audit or review, the contract, cost proposal, and ICR and related work papers, if applicable, will be reviewed to verify compliance with 48 DFR, Part 31 and other related laws and regulations. In the instances of a CPA ICR audit work paper review it is Consultant's responsibility to ensure federal, state, or local government officials are allowed full access to the CPA's work papers including making copies as necessary. The contract, cost proposal, and ICR shall be adjusted by Consultant and approved by County contract manager to conform to the audit or review recommendations. Consultant agrees that individual terms of costs identified in the audit report shall be incorporated in the contract by this reference if directed by County at its sole discretion. Refusal by Consultant to incorporate audit or review recommendations, or to ensure that the federal, state, or local governments have access to CPA work papers, will be considered a breach of contract terms and cause for termination of the contract and disallowance of prior reimbursed costs.

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

COUNTY OF AMADOR

CONSULTANT: Cal Engineering & Geology, Inc.

BY: _____
Chairman, Board of Supervisors

BY: _____

Name: _____

Title: _____

Federal I.D. No.: _____

APPROVED AS TO FORM:
GREGORY GILLOTT, AMADOR COUNTY
COUNSEL

ATTEST:
JENNIFER BURNS, CLERK OF THE
BOARD OF SUPERVISORS

BY: _____

BY: _____

ATTACHMENT A – SCOPE OF WORK

(Provide a summary of the work to be provided here)

1. Includes all services specified in the County of Amador RFP Number XX-XX (Title of RFP here) and;
2. Cal Engineering & Geology, Inc. response to RFP XX-XX dated XXXX XX, 202X attached herein and;
3. Revised Statement of Work Dated XXXX XX, 202X and; (If Applicable)
4. Revised Cost Proposal Dated XXXX XX, 202X and; (If Applicable)
5. This Agreement

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

ATTACHMENT B – COST PROPOSAL

Total compensation to Consultant will be made monthly on a time-and-materials basis (or task related basis) with cost-not-to-exceed Fifty Thousand Dollars and No Cents (\$50,000.00) in accordance with Cost Proposal dated XXXX XX, 20XX submitted by Cal Engineering & Geology, Inc. see attached.

The Cost Proposal and Fee Schedule attached hereto, constitute the full and complete understanding and agreement of the parties with respect to the Services to be provided by Cal Engineering & Geology, Inc.; and they supersede any prior or contemporaneous understanding or agreement, whether written, oral or communicated in any other type of medium, between the parties relating thereto. No amendment or modification of any provision of this Agreement shall be binding unless made in writing and signed by the parties hereto.

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

ADDITIONAL WORK

When the County requests additional work to be performed Consultant shall provide monthly invoices which will include an itemization of expenses for which reimbursement is being requested for. The invoice shall include for each item of the Work performed, hours of work expended (in quarter-hour increments), a detail of work performed, hourly rate or rates of persons performing the task, and copies of receipts for reimbursable materials or expenses.

HOURLY LABOR RATES

- Job Class \$XXX.00/hour
- Job Class \$XXX.00/hour

EXPENSES AND SUBCONTRACTORS

Reimbursement for owned automobiles used in connection with the Work will be at the rate of .54 cents per mile. Reimbursement for direct outside expenses (such as maps, photographs, reproductions, etc.) will be at cost.

Reimbursement for subcontractor expenses will be at cost.

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

ATTACHMENT C

Consultant Name
Project Name / Number
PROGRESS REPORT
Period: Date

ACCOMPLISHMENTS THIS PERIOD:

ACCOMPLISHMENTS FOR NEXT PERIOD:

PENDING ISSUES/RECOMMENDATIONS FOR RESOLUTION:

SCHEDULE:

Progress This Period: XX%

Progress To-Date: _____ XX.X%

Prepared by: (Name of Consultant Project Manager)

Date: Mo, Day, Year

Final Short List Proposal Evaluations RFP 20-03 Contract Services

The Evaluation Committee was made up of three (3) members from Public Works

CATEGORIES

A. Quality and Responsiveness of the Proposal

A.1. Proposal contains all requested information, is organized, not missing or lacking material information

B. Demonstration of Project Understanding and Work Plan

B.1. Provided a detailed discussion of the project showing the proposer's understanding of the project

C. Scope of Work/Services

C.1. Proposer present the basic scope of services, objectives and intended results of the services to be provided

D. Staffing

D.1. List of personnel who will be directly assigned to provide services, together with a discussion of their qualifications

E. Experience and Qualifications

E.1. Proposal shall submit a description of the nature of the proposer's present work, including a list of references

TOTAL POINTS * 0 = Non-existent 4 = Poor 8 = Marginal 12 = Acceptable 16 = Very Good 20 = Excellent

TOTAL WEIGHT (100%)

TOTAL WEIGHTED POINTS

Final 4.27.20

Signature/Date

For	Max Points	Proposers 0-20 Points	Weight	Proposer 1	Max Points	Proposers 0-20 Points	Weight
				Cal Engineering Weighted Score			
			10%				10%
ation,	20	15.67		7.83	20	11.00	
			20%				20%
ct	20	15.00		15.00	20	14.33	
			20%				20%
oe	20	14.33		14.33	20	13.67	
			20%				20%
f each	20	14.00		14.00	20	13.33	
			30%				30%
	20	14.33			20	14.33	
Excellent	100	73.33		21.50	100	66.67	
			100.00%				100.00%
				72.67			

Proposer 2 R.E.Y Weighted Score	Max Points	Proposers 0-20 Points	Weight	Proposer 3 NCE Weighted Score
			10%	
5.50	20	14.67		7.33
			20%	
14.33	20	14.67		14.67
			20%	
13.67	20	14.67		14.67
			20%	
13.33	20	13.67		13.67
			30%	
21.50	20	14.00		21.00
	100	71.67		
			100.00%	
68.33				71.33

GENERAL SERVICES ADMINISTRATION

Purchasing Division

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

LOCATION: 12200-B Airport Road, Martell, CA

PHONE: (209) 223-6375 FAX: (209) 223-0749



BID/REQUEST FOR PROPOSAL RECEIPT LOG

Bid/RFP Solicitation No. RFP 20-03

Project Title: Preliminary Engineering and Final Design for Culvert Rehabilitation/Replacement
on Various County Roads

BID/RFP DUE DATE: 2/20/20

DUE TIME: 1:30 PM

FACILITATOR: Public Works

LOCATION: 12200-B Airport Road, Martell, CA

No.	Vendor Information	Item	Amount
1	Vendor Name: <u>MGE Engineering, Inc.</u> Address: <u>Sacramento, CA</u> Date/Time Received: <u>2-18-20 @ 9:14</u> Received By: <u>SK</u>		(<input checked="" type="checkbox"/>) 1 - Original (<input checked="" type="checkbox"/>) 4 - Copies (<input checked="" type="checkbox"/>) 1 - CD
2	Vendor Name: <u>Bennett Engineering</u> Address: <u>Roseville, CA</u> Date/Time Received: <u>2-20-20 @ 9:12 AM</u> Received By: <u>DW</u>		(<input checked="" type="checkbox"/>) 1 - Original (<input checked="" type="checkbox"/>) 4 - Copies (<input checked="" type="checkbox"/>) 1 - CD
3	Vendor Name: <u>Cal Engineering</u> Address: <u>Walnut Creek CA</u> Date/Time Received: <u>2-20-20 @ 12:04</u> Received By: <u>DW</u>		(<input checked="" type="checkbox"/>) 1 - Original (<input checked="" type="checkbox"/>) 4 - Copies (<input checked="" type="checkbox"/>) 1 - CD
4	Vendor Name: <u>R.E.Y. Engineers</u> Address: <u>Folsom CA</u> Date/Time Received: <u>2-20-20 @ 12:20</u> Received By: <u>DW</u>		(<input checked="" type="checkbox"/>) 1 - Original (<input checked="" type="checkbox"/>) 4 - Copies () 1 - CD <input checked="" type="checkbox"/> flash

No.	Vendor Information	Item	Amount
5	Vendor Name: <u>NCE</u> Address: <u>Sacramento, CA</u> Date/Time Received: <u>2-20-20 @ 12:56</u> Received By: <u>SK</u>		<input checked="" type="checkbox"/> 1 - Original <input checked="" type="checkbox"/> 4 - Copies <input type="checkbox"/> 1 - CD <input checked="" type="checkbox"/> flash
6	Vendor Name: <u>WGA</u> Address: <u>San Andreas, CA</u> Date/Time Received: <u>2-20-20 @ 1:09</u> Received By: <u>SK</u>		<input checked="" type="checkbox"/> 1 - Original <input checked="" type="checkbox"/> 4 - Copies <input checked="" type="checkbox"/> 1 - CD
7	Vendor Name: _____ Address: _____ Date/Time Received: _____ Received By: _____		<input type="checkbox"/> 1 - Original <input type="checkbox"/> 4 - Copies <input type="checkbox"/> 1 - CD
8	Vendor Name: _____ Address: _____ Date/Time Received: _____ Received By: _____		<input type="checkbox"/> 1 - Original <input type="checkbox"/> 4 - Copies <input type="checkbox"/> 1 - CD
9	Vendor Name: _____ Address: _____ Date/Time Received: _____ Received By: _____		<input type="checkbox"/> 1 - Original <input type="checkbox"/> 4 - Copies <input type="checkbox"/> 1 - CD
10	Vendor Name: _____ Address: _____ Date/Time Received: _____ Received By: _____		<input type="checkbox"/> 1 - Original <input type="checkbox"/> 4 - Copies <input type="checkbox"/> 1 - CD

GENERAL SERVICES ADMINISTRATION

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


LOCATION: 12200-B Airport Road, Martell, CA

PHONE: (209) 223-6377 FAX: (209) 223-0749 E-MAIL: dwhitaker@amadorgov.org



M E M O R A N D U M

TO: Board of Supervisors

FROM: Danielle Whitaker, Purchasing Manager 

DATE: May 6, 2020

RE: RFP 20-03 Engineering and Design for Road Culvert Rehabilitation/Replacement

On Thursday, February 20, 2020 at 1:30 PM Amador County Request for Proposals, RFP 20-03 were received, opened and read publicly for Preliminary Engineering and Final Design for Culvert Rehabilitation/Replacement on Various County Roads (see attached Bid Receipt).

An Evaluation Committee was formed consisting of two (2) staff members from Public Works and the Community Development Director. Six (6) proposals were received and evaluated by each committee member based upon points assigned to a category item and then totaled and averaged for a final score. A short list of the top three (3) scoring proposers was developed and additional information was requested. The top scoring proposal was provided by Cal Engineering and Geology, Inc. Attached for reference is the evaluation score sheet.

Interviews were not conducted as the information provided by each proposer was sufficient to determine the best candidate. The contract is for a three (3) year term. Of the top three (3) firms evaluated Cal Engineering and Geology, Inc. provided the best overall proposal for the following reasons:

1. Best approach to minimize cost and traffic disruption at the culvert locations.
2. Provided the best project understanding relative to each culvert location and provided best rehabilitation strategies with examples.
3. Provided the best construction document approach to reduce change orders.
4. Overall best work plan to keep the culvert projects on schedule.
5. Combines work efforts with current County projects to reduce cost and time (i.e. meetings and travel).

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

Recommendation: 1) Award RFP 20-03 to Cal Engineering and Geology, Inc. in an amount not to exceed \$50,000.00 for a three (3) year period and an addendum in an amount not to exceed \$50,000.00 for environmental and permitting services if needed and; 2) Authorize the Public Works Director and County Counsel to negotiate final terms and conditions and develop a contract based upon the Sample Agreement, Cal Engineering and Geology, Inc.'s proposal dated February 20, 2020 and RFP 20-03 and; 3) Approve the Board Chair to execute said agreement with Cal Engineering and Geology, Inc. contingent upon agreeable terms and conditions.

Cc: Chuck Iley, CAO
Greg Gillott, County Counsel
Jon Hopkins GSA Director
Richard Vela, Public Works Director
Mark Hopkins, Senior Project Manager
file

Attachments: Bid/RFP Receipt Log
Evaluation Score Sheet
Cal Engineering proposal
Sample Agreement

Board of Supervisors Agenda Item Report

Submitting Department: General Services Administration

Meeting Date: May 12, 2020

SUBJECT

General Services Administration: RFP 20-09 Aviation Fuel Services

Recommendation:

1) Award RFP 20-09 to Ascent Aviation Group, Inc. a subsidiary of World Fuel Services, Inc. and; 2) Authorize the Airport Manager and County Counsel to negotiate final terms and conditions based upon the Sample Agreement and Ascent Aviation Group, Inc. a subsidiary of World Fuel Services, Inc. proposal dated April 2, 2020 for a period of five (5) years and; 3) Approve the Board Chair to execute said agreement with Ascent Aviation Group, Inc. a subsidiary of World Fuel Services, Inc. contingent upon agreeable terms and conditions.

4/5 vote required:

No

Distribution Instructions:

Jon Hopkins - GSA

ATTACHMENTS

- [RFP 20-09 BOS Memo Aviation Fuel Services 4.29.20 \(4\).pdf](#)
- [RFP 20-09 Exhibit A Sample Agreement 2.26.20.pdf](#)
- [RFP 20-09 Bid Receipt.pdf](#)
- [RFP 20-09 World Fuel Services Scanned File.pdf](#)
- [Final Eval 20-09 .xlsx](#)

GENERAL SERVICES ADMINISTRATION

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


LOCATION: 12200-B Airport Road, Martell, CA

PHONE: (209) 223-6377 FAX: (209) 223-0749 E-MAIL: dwhitaker@amadorgov.org



M E M O R A N D U M

TO: Board of Supervisors

FROM: Danielle Whitaker, Purchasing Manager 

DATE: May 5, 2020

RE: RFP 20-09 Aviation Fuel Services

On Thursday, April 2, 2020 at 1:30 PM Amador County Request for Proposals, RFP 20-09 were received, opened and read publicly for Aviation Fuel Services for the Airport.

An Evaluation Committee was formed consisting of the Airport Manager, the General Services Director and the Community Development Director that evaluated the three (3) responses submitted to determine the most qualified firm. Responses were evaluated by each committee member based upon points assigned to a weighted category item and then totaled and averaged for a final score. The top-scored response was submitted by Ascent Aviation Group, Inc. a subsidiary of World Fuel Services, Inc. Attached for reference is the Evaluation Score Sheet, which is an average of all scores collected from each committee member.

No interviews were conducted, as the information provided by each responder was sufficient to determine the best candidate.

Of the three (3) proposals evaluated, Ascent Aviation Group, Inc. a subsidiary of World Fuel Services, Inc. provided the best overall qualifications for the following reasons:

1. Respondent will provide approximately \$16,000.00 towards the replacement and installation of a new credit card reader/pump controller system. In addition, respondent will be providing \$3,000.00 for existing fuel equipment repair or repainting. Other respondent's incentives did not exceed \$7,000.00 for the upgrade of the credit card reader/pump controller system.
2. Respondent conveyed a well thought out and concise work plan that targeted all of the issues in the RFP as well as an offering of prepayment discount options at an approximate annual saving of \$945.00 to \$1,300.00. Only one other respondent gave a prepayment discount at a value of approximately \$540.00 annual savings.
3. Respondent offers customer incentives such as, providing pilots a \$1.00 a gallon discount that fly children as part of the Experimental Aviation Administration (EAA) Young Eagles Event. Other respondents offered to negotiate prior to an event and one offered \$0.10 a gallon discount.

Attached for reference is Ascent Aviation Group, Inc. a subsidiary of World Fuel Services, Inc.'s response. Based upon the Committee's review I submit the follow recommendation.

Recommendation: 1) Award RFP 20-09 to Ascent Aviation Group, Inc. a subsidiary of World Fuel Services, Inc. and; 2) Authorize the Airport Manager and County Counsel to negotiate final terms and conditions based upon the Sample Agreement and Ascent Aviation Group, Inc. a subsidiary of World Fuel Services, Inc. proposal dated April 2, 2020 for a period of five (5) years and; 3) Approve the Board Chair to execute said agreement with Ascent Aviation Group, Inc. a subsidiary of World Fuel Services, Inc. contingent upon agreeable terms and conditions.

Cc: Chuck Iley, CAO
Jon Hopkins, Director General Services
Greg Gillott, County Counsel
Dave Sheppard, Airport Manager
file

Attachments: Bid/RFP Receipt Log
Evaluation Score Sheet
Respondent Proposal
Sample Agreement

Exhibit A - PROFESSIONAL SERVICES AGREEMENT

THIS SERVICES AGREEMENT (this “Agreement”) is entered into as of [REDACTED],
20 by and between the COUNTY OF AMADOR, a political subdivision of the State of
California (the “County”) and [REDACTED], a California [REDACTED] (**Corporation, Sole Proprietor, etc.**)
(the “Contractor”).

RECITALS

A. County desires to engage professional assistance to provide the hereinafter set forth special services.

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

C. County desires to engage Contractor, and Contractor 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 CONTRACTOR.

1.1 Upon request from County, Contractor will provide all equipment, supplies and personnel to perform professional [REDACTED] services for Amador County [REDACTED] Department (the “Work”). The Work is more particularly described on **Attachment A** attached and incorporated by this reference. Contractor shall comply with all applicable Federal, State and local laws relating to Contractor’s performance of this Agreement.

1.2 Contractor shall perform the Work in a manner consistent with the level of competency and standard of care normally observed by a person practicing in Contractor’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 Contractor to meet with County to review the quality of the Work and resolve matters of concern; (b) require Contractor 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 Contractor 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 Contractor’s performance of this Agreement shall be extended by the number of days equal to the number of days of delay.

- 1.4 Contractor shall complete each project assigned by County in accordance with an agreed-upon schedule.
2. SERVICES TO BE RENDERED BY COUNTY. County agrees to make available to Contractor all existing documents and information applicable to any assigned project constituting the Work.
3. CHANGES IN SCOPE OF SERVICES. Only the Amador County Board of Supervisors 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 Contractor'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. Contractor acknowledges that no County staff person or County officer other than the Board of Supervisors 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 shall be null and void.
4. TERM; TERMINATION OF AGREEMENT. This Agreement shall commence on the date of execution by County and shall terminate upon the earlier of the successful completion of the Work or [REDACTED] (day[s], year[s], etc.) following the date of execution, unless extended in writing by mutual agreement of the parties. County reserves the right to terminate this Agreement with or without cause on [REDACTED] (XX days) written notice to Contractor. In the case of such early termination, Contractor shall be paid for all services satisfactorily rendered up to the effective date of termination, up to the maximum fee prescribed for any task.

The County may immediately terminate this Agreement upon written notice to Contractor in the event Contractor, or any or 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 CONTRACTOR.

- 5.1 Contractor shall submit [REDACTED] (weekly, monthly, etc.) invoices in arrears indicating for each item of the Work 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 Contractor shall be paid on a [REDACTED] (lump sum, time-and-materials, etc.) basis, with a cost-not-to-exceed limit of \$XXXX, in accordance with the fee schedule and list of reimbursable expenses set forth on **Attachment B** attached and incorporated by this reference.
- 5.2 County shall make payment to Contractor 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.
- 5.3 Contractor shall provide a completed W-9 to the Auditor's Office. No payments shall be issued prior to submission of this form.

5.4 In the event Contractor claims or received payment from County for a service for which reimbursement is later disallowed by County, state or federal agencies, Contractor shall promptly refund the disallowed amount to County upon request or, at County's option, County may offset the amount disallowed from any payment that is due or becomes due to Contractor under this Agreement or any other agreement.

6. SUPERVISION OF THE WORK.

6.1 Contractor shall supervise and direct the Work, using Contractor's best skill and attention. Contractor shall be solely responsible for all methods, techniques, sequences and procedures, and shall coordinate all portions of the Work. County will deal only through Contractor, who shall be responsible for the proper execution of the entire Work.

6.2 Contractor 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 Contractor to perform the Work, Contractor 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), Contractor shall not remove, replace, substitute, or otherwise change any key personnel without the prior written consent of County.

6.3 Contractor shall be responsible to County for the acts and omissions of Contractor's employees, subcontractors, and their agents and employees, and any other persons performing any of the Work under a contract with Contractor.

6.4 A subcontractor ("Subcontractor") is a person or organization that has a direct contract with Contractor to perform any of the Work. Contractor shall not subcontract any portion of the Work unless pre-approved in writing by County. Contractor 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 Contractor 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 Contractor 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 Contractor by the terms of this Agreement and to assume toward Contractor all of the obligations and responsibilities that the Contractor assumes toward County. Contractor agrees to be bound to the Subcontractor by all of the obligations that County assumes to Contractor 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, Contractor shall cooperate fully with the parties involved and shall arrange for qualified representatives of Contractor, 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. CONTRACTOR NOT EMPLOYEE OF COUNTY. It is understood that Contractor is not acting hereunder as an employee of County, but solely as an independent Contractor. Contractor, 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, Contractor has no authority or responsibility to exercise any rights or power vested in County. It is understood by both Contractor 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. Contractor 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 Contractor to practice its profession and to perform the Work. Contractor represents and warrants to County that Contractor 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 Contractor or its principals to practice its profession and perform the Work. Contractor further represents and warrants to County that any Subcontractor engaged by Contractor 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. Contractor shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Contractor, its agents, representatives, or employees. Within **five (5)** business days of award of the Bid to Contractor, Contractor shall furnish to County satisfactory proof that Contractor has the following insurance:
 - 11.1 Minimum Scope and Limit of Insurance: Coverage shall be at least as broad as:
 - 11.1.1 Commercial General Liability (CGL): Insurance Services Office Form CG 00 01 covering CGL on an “occurrence” basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than \$1,000,000 per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.
 - 11.1.2 Automobile Liability: Insurance Services Office Form Number CA 0001 covering, Code 1 (any auto), or if Contractor has no owned autos, Code 8

(hired) and 9 (non-owned), with limit no less than \$1,000,000 per accident for bodily injury and property damage.

11.1.3 Aviation Liability Insurance: Insurance will be provided on an “occurrence” basis, including products and completed operations, property damage, bodily injury with limits no less than \$5,000,000 per occurrence.

11.1.4 Pollution Legal Liability and Remediation: Applicable to Contractor’s delivery of the fuel with a limit no less than \$1,000,000 per claim or occurrence and \$2,000,000 aggregate per policy period of one year. This policy shall include coverage for bodily injury, property damage, personal injury, and environmental site restoration, including fines and penalties in accordance with applicable EPA or state regulations.

11.1.5 Workers’ Compensation insurance as required by the State of California, with Statutory Limits, and Employer’s Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease.

(If Contractor has no employees a Certificate of Exemption from Worker’s Compensation Laws must be completed using the County’s form and submitted with all other insurance documents).

11.1.6 Professional Liability (Errors and Omissions) Insurance appropriate to the Contractor’s profession, with limit no less than \$2,000,000 per occurrence or claim, \$2,000,000 aggregate.

Broader Coverage/Higher Limits: If the Contractor maintains broader coverage and/or higher limits than the minimums shown above, the County requires and shall be entitled to the broader coverage and/or higher limits maintained by the Contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the County.

11.2 The insurance policies are to contain, or be endorsed to contain, the following provisions:

11.2.1 Additional Insured Status: The County, its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Contractor’s insurance (at least as broad as ISO Form CG 20 10 11 85 or both CG 20 10, CG 20 26, CG 20 33, or CG 20 38; and CG 20 37 forms if later revisions used).

11.2.2 Primary Coverage: For any claims related to this contract, the Contractor’s insurance coverage shall be primary insurance primary coverage at least as broad as ISO CG 20 01 04 13 as respects the County,

its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the County, its officers, officials, employees, or volunteers shall be excess of the Contractor's insurance and shall not contribute with it.

11.2.3 Notice of Cancellation: Each insurance policy required above shall state that coverage shall not be canceled, except with notice to the County.

11.2.4 Waiver of Subrogation: Contractor hereby grants to County a waiver of any right to subrogation which any insurer of said Contractor may acquire against the County by virtue of the payment of any loss under such insurance. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the County has received a waiver of subrogation endorsement from the insurer.

11.3 Self-Insured Retentions: Self-insured retentions must be declared to and approved by the County. The County may require the Contractor to provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or County.

11.4 Acceptability of Insurers: Insurance is to be placed with insurers authorized to conduct business in the state with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to the County.

11.5 Claims Made Policies: If any of the required policies provide coverage on a claims-made basis:

11.5.1 The Retroactive Date must be shown and must be before the date of the contract or the beginning of contract work.

11.5.2 Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the contract of work.

11.5.3 If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, the Contractor must purchase "extended reporting" coverage for a minimum of five (5) years after completion of contract work.

11.6 Verification of Coverage: Contractor shall furnish the County with Certificates of Insurance including all required amendatory endorsements (or copies of the applicable policy language effecting coverage required by this clause) and a copy of the Declarations and Endorsement Page of the CGL policy listing all policy endorsements to County before work begins. However, failure to obtain the required documents prior to the work beginning shall not waive the Contractor's obligation to provide them. The County reserves the right to require complete,

certified copies of all required insurance policies, including endorsements required by these specifications, at any time. *Certificates and endorsements shall refer to the Project or Work. Certificates of Insurance shall list the Certificate Holder as: County of Amador, Attn: (Department, Title, and Address of Contract Administrator). Contractor shall provide all insurance documentation to the Contract Administrator.*

- 11.7 Subcontractors: Contractor shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and Contractor shall ensure that County is an additional insured on insurance required from subcontractors.
- 11.8 Special Risks or Circumstances: County reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.
12. OWNERSHIP OF DOCUMENTS. Upon completion or termination of this Agreement, County shall be entitled to ownership and immediate possession of, and Contractor shall furnish, on request, all computations, plans, correspondence, manuals, warranties, and other pertinent data gathered or computed by Contractor for the Work prior to termination. Contractor may retain copies of such original documents for Contractor's files.
13. INDEMNIFICATION. Contractor 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 Contractor or Contractor'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 Contractor by any person or entity. Contractor's indemnity obligations shall not be limited by the amount of insurance provided.
14. PUBLIC RECORDS ACT DISCLOSURE. Contractor 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 Contractor, 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 Contractor 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 by County to be required by law or by court order.

15. RESPONSIBILITY FOR ERRORS. Contractor shall be responsible for its work and results under this Agreement. Contractor, 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 Contractor occurs, then Contractor shall, at no cost to County, provide all necessary design drawings, estimates, 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.
16. NON-DISCRIMINATION. Contractor 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. Contractor 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. Contractor shall also comply with the California Fair Employment and Housing Act (Government Code, Section 12900 and following).
17. CONFLICT OF INTEREST. Contractor 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 or degree with the performance of the Work. Contractor further agrees that in the performance of this Agreement no person having any such interest shall be employed by Contractor.
18. ALCOHOL-FREE AND DRUG-FREE WORK PLACE POLICY.
 - 18.1 That while performing any services pursuant to the Contract, being present on any County property, or using any County equipment, the Contractor, its employees, sub-contractors and agents (1) Shall not be in any way be impaired because of being under the influence of alcohol or a drug; (2) Shall not possess, consume, or be under the influence of alcohol and/or an illegal drug; and (3) Shall not sell, offer, or provide alcohol or an illegal drug to another person.
 - 18.2 If Contractor, or any employees, sub-contractors violate any of the above provisions, the County may terminate the Contract immediately.
19. 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 Contractor: [REDACTED]

To County: Amador County Airport
Attn: Airport Manager
12200-B Airport Road
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.

20. CONTRACT EXECUTION. Each individual executing this Agreement on behalf of Contractor represents that he or she is fully authorized to execute and deliver this Agreement.
21. 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.
22. 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.
23. 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.
24. 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.
25. 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

CONTRACTOR:
[redacted], a California [redacted]

BY: _____
[redacted]
Chairman, Board of Supervisors

BY: _____
Name:
Title:
Federal I.D. No.:

APPROVED AS TO FORM:
GREGORY GILLOTT, AMADOR COUNTY
COUNSEL

ATTEST:
JENNIFER BURNS, CLERK OF THE
BOARD OF SUPERVISORS

BY: _____

BY: _____

ATTACHMENT A – SCOPE OF WORK

(Provide a summary of the work to be provided here)

1. Includes all services specified in the County of Amador RFP Number XX-XX (Title of RFP here) and;
2. Contractor's response to RFP XX-XX dated XXXX XX, 201X attached herein and;
3. Revised Statement of Work Dated XXXX XX, 201X and; (If Applicable)
4. Revised Cost Proposal Dated XXXX XX, 201X and; (If Applicable)
5. This Agreement

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

ATTACHMENT B – COMPENSATION

Total compensation to Contractor will be made monthly on a time-and-materials basis (or task related basis) with cost-not-to-exceed XXXXX Dollars and No Cents (\$0.00) in accordance with Cost Proposal dated XXXX XX, 2020 submitted by (Contractor’s name here) – see attached.

The Cost Proposal and Fee Schedule attached hereto, constitute the full and complete understanding and agreement of the parties with respect to the Services to be provided by Contractor (Place Firm and/or Individual Name Here); and they supersede any prior or contemporaneous understanding or agreement, whether written, oral or communicated in any other type of medium, between the parties relating thereto. No amendment or modification of any provision of this Agreement shall be binding unless made in writing and signed by the parties hereto.

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

ADDITIONAL WORK

When the County requests additional work to be performed Contractor shall provide monthly invoices which will include an itemization of expenses for which reimbursement is being requested for. The invoice shall include for each item of the Work performed, hours of work expended (in quarter-hour increments), a detail of work performed, hourly rate or rates of persons performing the task, and copies of receipts for reimbursable materials or expenses.

HOURLY LABOR RATES

- Job Class \$XXX.00/hour
- Job Class \$XXX.00/hour

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

GENERAL SERVICES ADMINISTRATION

Purchasing Division

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

LOCATION: 12200-B Airport Road, Martell, CA

PHONE: (209) 223-6375 FAX: (209) 223-0749



BID/REQUEST FOR PROPOSAL RECEIPT LOG

Bid/RFP Solicitation No. RFP 20-09

Project Title: AVIATION FUEL SERVICES

BID/RFP DUE DATE: 4/2/2020

DUE TIME: 1:30 PM

FACILITATOR: AIRPORT

LOCATION: 12200-B Airport Road, Martell, CA

No.	Vendor Information	Item	Amount
1	Vendor Name: <u>AVFUEL RECEPTION</u> Address: <u>ANN ARBOR, MI</u> Date/Time Received: <u>3-30-20 @ 2:50</u> Received By: <u>SK</u>		(<input checked="" type="checkbox"/>) 1 – Original (<input checked="" type="checkbox"/>) 4 – Copies (<input checked="" type="checkbox"/>) 1 – CD/FLASH
2	Vendor Name: <u>Epic Aviation</u> Address: <u>Salem, OR</u> Date/Time Received: <u>3-31-20 @ 2:55</u> Received By: <u>SK</u>		(<input checked="" type="checkbox"/>) 1 – Original (<input checked="" type="checkbox"/>) 4 – Copies (<input checked="" type="checkbox"/>) 1 – CD/FLASH original not marked.
3	Vendor Name: <u>World Fuel Services</u> Address: <u>El Dorado Hills, CA</u> Date/Time Received: <u>4-2-20 @ 12:38</u> Received By: <u>DW</u>		(<input checked="" type="checkbox"/>) 1 – Original (<input checked="" type="checkbox"/>) 4 – Copies (<input checked="" type="checkbox"/>) 1 – CD/FLASH No addendum
4	Vendor Name: _____ Address: _____ Date/Time Received: _____ Received By: _____		() 1 – Original () 4 – Copies () 1 – CD/FLASH



www.wfscorp.com



and



***World Class FBO
Support***

**Request for Proposal
RFP No. 20-09
Aviation Fuel Services
Due Date: April 2, 2020 – 1:30 PM**

**Submitted by:
Ascent Aviation Group, Inc.
a subsidiary of World Fuel
Services, Inc.
One Mill Street
Parish, NY 13131
PH# 315-625-7299**

COPY

RFP Response Contents

RFP No. 20-09

Aviation Fuel Services



-
- 1. Transmittal Letter & General Information**
 - 2. Scope of Work/Services**
 - 3. Statement of Experience and Qualifications**
 - 4. Fuel Branding and Services**
 - 5. Cost Proposal**
 - 6. Terms and Conditions / Sample Agreements**
 - 7. Other Considerations & Incentives**



April 2, 2020

Amador County General Services Administration Purchasing Department
Westover Field/Amador County Airport (KJAQ)
12200 B Airport Road
Jackson, CA 95642

Proposal Response from Ascent Aviation Group, Inc., a subsidiary of World Fuel Services, Inc.

To the Amador County GSA Purchasing Division,

Thank you for the opportunity to submit the enclosed response to your RFP-20-09 – Aviation Fuel Services.

As the your incumbent vendor for aviation fuel and related FBO support services, Ascent Aviation Group/World Fuel Services has been proud to provide Ascent branded aviation fuel supply and support services to the Amador County Airport over the last several years.

As you will see in the forthcoming RFP response, World Fuel Services has elected to offer Phillips 66 branded aviation fuels and support programs to replace the Ascent branded FBO program. As the largest branded fuels marketer in aviation for Phillips 66 with over 400+ locations supported by Ascent/World Fuel Services, we feel the Phillips 66 program has several features that will benefit the Amador County Airport and its customers. From Phillips 66 refinery direct fuel supply to zero processing fee credit card programs and the industry's best aviation fuel quality control program, we feel strongly that the Phillips 66 program will deliver secure fuel supply of aviation fuels and the most value and service to the Amador County.

Please do not hesitate to contact me with any questions or additional information needed regarding the enclosed RFP response. It has been our privilege to serve Amador County and the Amador County Airport and we look forward to your favorable decision to continue with you into the future.

Sincerely,

A handwritten signature in black ink, appearing to read "Mike Montalvo", with a long horizontal flourish extending to the right.

Mike Montalvo
Sales Executive

Tel: (510) 604-6511

E-mail: mmontalvo@wfscorp.com

1 – General Information



- **COMPANY:**
Ascent Aviation Group, Inc., a subsidiary of World Fuel Services, Inc.

- **ACCOUNT REPRESENTATIVE:**
Mike Montalvo, Sales Executive
Tel: (510) 604-6511
E-Mail: mmontalvo@wfscorp.com

- **TYPE OF ORGANIZATION:** *Corporation*

- **FEDERAL TAX ID NUMBER:** *16-1353957*

- **COMPANY OFFICERS:**
 - *Michael J. Kasbar, Chairman and Chief Executive Officer*
 - *Ira M. Birns, Executive Vice President and Chief Financial Officer*
 - *John P. Rau, Executive Vice President of Global Aviation and Marine*

- **SURETY INFORMATION:** Please see Exhibit A attached

- **REFERENCES:**

<p><u>City of Watsonville</u> Watsonville Municipal Airport (KWVI) 100 B Aviation Way Watsonville, CA 95076 Contact: Rayvon Williams, Airport Director PH# 831-768-3575 Email: rayvon.williams@cityofwatsonville.org</p>	<p><u>Concord Jet Service, Inc.</u> Buchanan Field Airport (KCCR) 500 Sally Ride Drive Concord, CA 94520 PH# 925-825-2980 Contact: Warren Large, General Manager PH# 925-825-2980 Email: warren@ccrjet.com</p>	<p><u>Resort Aviation Jet Center</u> Coeur D'Alene Airport (KCOE) 11101 Airport Road Hayden, ID 83835 Contact: Joe Rossetti, General Manager PH# 208-772-3731 Email: jrossetti@resortaviationjet.com</p>
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2 – Scope of Work



World Fuel Services (“WFS”) and its subsidiaries have enjoyed a long standing business relationship with Amador County. We have the experience, resources, partnerships, equipment, technology and support teams needed to assure world class FBO support for the Amador County Airport today and into the future.

Scope of Services Proposed

- 1. Aviation Fuel Specifications:** WFS shall deliver the following to Amador County Airport:

Aviation Fuel Type	Minimum Specification
Jet-A	Aviation Kerosene type Jet A fuel delivered shall conform to ASTM D-1655 specifications, latest revision.
100LL Aviation Gasoline	Aviation Gasoline delivered shall conform to ASTM D-910 specifications, latest revision and shall be of the Aviation Gasoline type, 100 Octane, Low Lead (Avgas 100LL) or future replacement.

- 2. Purchase Quantities:** WFS shall deliver 100% of Amador County aviation fuel requirements in compliance with the specifications above:

Historical Aviation Fuel Deliveries by WFS to Amador County Airport:

Year	100LL Avgas	Jet-A	Total Gallons Delivered
CY 2015	27,940	11,940	39,880
CY 2016	31,952	15,969	47,921
CY 2017	29,576	11,972	41,548
CY 2018	27,904	7,970	35,874
CY 2019	23,976	19,947	43,923
5-Year Total	141,318	67,398	208,716
5-Year Average	28,264	13,480	41,743

- 3. Term Proposed:** Five (5) Years commencing on or about May 1, 2020

2 – Scope of Work (Continued)



4. **Fuel Branding & Services:** Phillips 66 – FBO Program detail to follow:

- A. Product Identification & Imaging
- B. Secure & Reliable Aviation Fuel Supply
- C. Fuel Ordering, Dispatch & Delivery
- D. Cooperative Marketing Funds
- E. Credit Card Programs
- F. Credit Card Rebate Programs for Pilots
- G. WingPoints Rewards Program
- H. Product Integrity & Quality Control
- I. Excess Liability Insurance & Crisis Management Plan



5. **Self-Serve Facility:** World Fuel Services proposes to upgrade the self-serve point of sales system currently in use at Amador County Airport. Please see Section 8 – Other Considerations and Incentives.

6. **Refueling Equipment:** World Fuel Services proposes to provide an upfront payment for painting and maintenance of refueler equipment. Please see Section 8 – Other Considerations and Incentives.

3 – Statement of Qualifications & Experience



Our market-based professionals offer true local expertise and decades of experience. Combined with the global resources that only a Fortune 100 powerhouse can provide – we deliver unmatched opportunities that no one else can.

Mike Montalvo, Sales Executive - California

Mike Montalvo joined World Fuel Services in 2012 and is based in El Dorado Hills, CA. Mike has over 25+ year of increasingly responsible sales and client management experience with Tesoro Petroleum, BP and World Fuel Services. Mike oversees the bulk aviation activity and related services for World Fuel Services supplied FBO's located in California and Hawaii.

Stephen Hight, Sr. Director Bulk Fuel Sales

Steve Hight brings over 30 years of experience in business aviation to World Fuel Services joining the company in 2014. From his early days as a line technician for Seattle Jet to increasingly responsible management responsibilities with Valley Oil/Air BP and Epic Aviation, Steve oversees the bulk aviation activity and regional sales teams in the Western US and Canada.

Maritza Kessler, Aviation Customer Experience Support (ACES)

Here to support you from the start and in the future

- Key point of contact assigned to your team
- Schedules support training
- Ensures set-up in all systems
- Assists in program enrollment (i.e. Co-op Advertising, Flight Tracking, World Fuel Aviation Academy)
- FBO software liaison
- Credit card processing & invoicing
- Introduction to support teams within World Fuel
- Contact ACES@wfscorp.com

Operations, Equipment & Quality Control Teams

- Fuel supply team and dispatch for bulk orders
- Quality control experts available to answer questions or provide support
- Refueler and equipment team to support refueler equipment and technology

3 – Statement of Qualifications & Experience (Continued)



World Fuel Services Mission Statement

Our Mission: Create value for our business partners by delivering innovative solutions and logistics through a global team of local professionals.

Our Vision: Become the world's leading provider of credit, finance, services, and logistics to our business partners in the energy market.

Our Culture: Embrace sustainable, responsible growth while expanding in capabilities and footprint. Maintain our entrepreneurial vision. Be committed to delivering value with integrity and ethics to our customers, suppliers, and shareholders.

Ethics & Compliance: We are committed to doing the right thing. We communicate this commitment to our customers, business partners, investors, and communities by acting with honesty in all that we do.

Headquarters: Miami Florida, USA

Founded 1984



\$39.8B

2018 Revenue

\$1.88B

Market Capitalization

INT

NYSE Stock Symbol
(Fortune 500)

\$1.8B

Shareholders
Equity

5K+

Global Professionals

\$5.7B

Total Assets

www.wfscorp.com

4 – Fuel Branding and Services

A. Product Identification & Imaging



- Phillips 66 brand identification or signage provided.
- Pole and/or building signs available in different sizes.
- Sign and installation costs will be the responsibility of World Fuel Services.
- FBO is responsible for any necessary permits and for providing power to the sign.
- FBO will be provided with decals and marketing materials for their fuel trucks, fuel system, counters, and building at no cost.
- FBO will be provided with vendor's logos to be included with any marketing by the airport according to the vendor's specifications.



4 – Fuel Branding and Services

B. Secure & Reliable Aviation Fuel Supply



Legend

- ▲ Jet Fuel FSII
- ▲ Jet Fuel
- ▲ AVGAS

Our strategic relationship with Phillips 66 as its largest branded marketer in the US provides WFS with direct access to aviation fuels manufactured and produced at Phillips 66 refineries as well as Phillips 66 future avgas replacement product when made available to General Aviation.

World Fuel Services strategic fuel supply relationships:

- 30+ Refiners, 250 Terminals and 100 Freight Carriers
- Robust Shipper on all Major Pipelines
- Extensive Relationships with Refiners and Terminal Operators

Leading in fuel supply for:

- FBOs
- Fire Response
- Agriculture
- Commercial Airlines
- Flight Departments
- Government/DLA

4 – Fuel Branding and Services

C. Fuel Supply, Ordering, Dispatch & Delivery



Phillips 66® Aviation - The Most Trusted Wings in Aviation™



- Pilots and FBOs have been relying on Phillips 66® Aviation for more than 80 years as their source for the highest quality jet and aviation gasoline fuels.
- Phillips 66® Aviation is among the largest refiners in the United States and a major supplier of jet fuel and avgas to general, commercial and military aviation.
- Phillips 66® Aviation is a valuable partner to World Fuel Services. Together we are able to provide you a combined supply and brand program that is unparalleled in aviation.
- Phillips 66® Aviation offers a pilot rewards program and participation is optional.

24/7 Ordering & Dispatch



- Fuel deliveries will be handled by our Parish, NY office and can be ordered by telephone at 800-272-3681 or by email at BGA-Parish-Dispatch@wfscorp.com. Back up will be from our Tampa, FL, NY office.
- 24/7 dispatch and customer support network with Coast to Coast coverage allowing us to respond to any emergency delivery that may be required. All fuel deliveries will be carefully scheduled and tracked by our logistics team.
- 24 hour delivery service (next business day) when order is placed before 9am the previous day and primary terminals and common carriers are operating normally. We reserve the right to exceed this window if circumstances are beyond our control, such as the common carriers schedule, an environmental event, or a terminal outage or closure. Dispatch would be notify in this situation.

Aviation Fuels Delivered



We subcontract with transport carriers who use aviation dedicated tankers for deliveries. A delivery checklist is provided to our common carrier delivery drivers. This checklist is provided to remind and insure that proper quality control procedures are followed with each delivery. After the delivery is made, these checklists are faxed to our Dispatch/Supply Team where they are reviewed for thoroughness and accuracy.

4 – Fuel Branding and Services

D. Cooperative Marketing Funds



Cooperative Marketing

- Co-op funds are accumulated at a rate of \$0.005 per gallon for all retail jet and avgas gallons on an annual basis.
- Accrual based on the previous year's volumes.
- Claims are processed upon receipt and we can advance the anticipated first year's co-op to assist in covering transitional costs such as uniform changes, business card changes, etc.
- Branding guidelines and an approved branding logo will be provided and must be used for all advertising, uniforms, marketing & printed materials.



Items that Qualify for Co-Marketing

- Advertising with World Fuel or other related logo included
- Credit Card Processing Equipment and Software
- NATA Safety 1st Training Expenses
- Fuel Testing Equipment
- Line Service Training
- NATA and State Aviation Dues
- Premium Items for FBO Promotions with approved logos on materials
- Printed Materials with approved logos
- Trade Shows & Industry Exhibition (plus travel) with approved logo use
- Uniforms with approved logo use
- Website with approved logo use
- Personnel Training Conference (plus travel) to improve service delivery
- Aviation Related Website Fees with approved logo use
- Promotional Mailings, Communications Tools and Up-selling Programs with approved logo use
- Airport/FBO Specific Events with approved logo use
- Industry Specific Dues and Subscriptions
- Rewards Program Purchases
- Flight Tracking Subscriptions
- Advertising & Communication Agency Marketing And Sales Support Fees with approved logo use
- FBO Facility Improvements (prior approval required)

4 – Fuel Branding and Services

E. Credit Card Programs



Amador County can achieve savings on credit card processing through utilizing **zero percent processing** on the Phillips 66 proprietary credit card and Phillips 66 Wings Card by AVCARD:



AVCARD by World Fuel is our proprietary aviation charge card with more cardholders than any other fuel brand:



- A global aviation charge card held by every major flight department.
- Merchants enjoy low rates, easy transactions and marketing.

See Section 5 - Cost Proposal for all credit card processing rates

4 – Fuel Branding and Services

F. Credit Card Rebate Programs for Pilots



Phillips 66 has significant rebate programs available to EAA Young Eagles and Compassion Flight pilots who use the Phillips 66 proprietary credit card:



EAA YOUNG EAGLES PROGRAM

Pilots Earn \$1.00 per Gallon Rebate

- Pilots must be EAA members flying Young Eagles
- Pay for Avgas with Phillips 66 Aviation Personal Card
- Submit form with copy of fuel receipt
- Rebate provided through Phillips 66 Aviation Personal Card
- No cost to FBO

COMPASSION FLIGHT REBATES

Pilots Earn \$1.00 per Gallon Rebate

- Offered to pilots flying for select Compassion Flight Organizations
- Purchase avgas at a P66 Branded FBO with a P66 Personal Card
- Submit rebate form with copy of fuel receipt
- Rebate form managed by the Compassion Flight organizations
- Rebate provided through P66 Personal Card
- No cost to FBO



4 – Fuel Branding and Services

G. Phillips 66 WingPoints Rewards Program



- Cutting edge aviation rewards program
- Created in response to customer demand
- An answer to competitive programs
 - Obtain card at FBO
 - Points awarded on first sale
 - Online registration
 - Online redemption
 - Bonus awards when used with P66 cards
- Instant Rewards
 - Popular gift cards including Visa
 - Charity options
 - Ability to link accounts
- Drives Volume
- Pilot receives 10 points/gallon
- FBO cost is \$0.02 per gallon

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4 – Fuel Branding and Services

H. Product Integrity & Quality Control



A. Methodology & Approach

We supply our branded FBOs with a range of resources so each and every employee can access the latest information online covering safety, fuel quality and regulatory compliance. We understand that handling aviation fuel can be complex, and we want to make the process of delivering top-quality fuel and service to your customers as simple and safe as possible.

Third party inspections are performed to insure non-biased evaluation of storage and dispensing equipment. Inspections covers fuel testing procedures, proper use of fuel testing equipment, fuel farm operation and maintenance, refueler operation and maintenance, and record keeping.

As a Phillips 66 branded dealer, the **Amador County Airport** will be subject to bi-annual fixed and mobile equipment inspections to ensure branded requirements, procedural and equipment design, are satisfied. This exclusive, superior inspection tracking process demands the Airport review, take action to correct and sign off on the inspections items unlike any other competitive branded offering. This is offered to Phillips 66 dealers at no charge.

B. NATA Safety 1st Professional Line Service Training (PLST) “Online”

This online training is available as a World Fuel Service Network and Phillips 66 dealers. The NATA PLST program and certification is recognized throughout the General Aviation community as setting the standard for flightline operations training.

It is a practical, cost effective and computer based training method that puts safety first for your Airport staff. When considering today's cost of travel and valuable time away from day to day business, the PLST program will save your airport time and money!

The training modules include the following topics:

1. Introduction and Ground Servicing
2. Safety
3. General Fuel Servicing
4. General Towing Procedures
5. Fuel Farm Management\
6. Customer Service
7. Fire Safety
8. Aviation Security



**One PLST online programs training position will be available to Airport Staff annually
– No Charge**

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4 – Fuel Branding and Services

H. Product Integrity & Quality Control (Continued)



C. Online Resource Center Exclusive to Phillips 66 Branded Dealers

- This proprietary website was built Phillips 66® Aviation fuel quality professionals exclusively for Phillips 66 branded dealers.
- TrustedFuel.com is a free resource that gives operations staff instant access to a world of information on fuel-related subjects, including the latest Aviation Fuel Handling Guides & Manuals, Health, Safety & Environmental information, technical data and specifications, training tools, and links to additional industry free publications and regulations.
- One of the most popular sections of TrustedFuel.com is the Phillips 66® Aviation QC training videos. Ranging between 3-9 minutes, these videos visually demonstrate step-by-step fuel quality assurance testing procedures using actual test equipment similar to test equipment that the Airport staff now use.



RESOURCE CENTER FOR FUEL HANDLERS
TrustedFuel.com

The Most Trusted Wings in Aviation™

Contact Us | FAQs | Glossary | Logout | Refueler Maintenance | Reset Password

Home
Quality Assurance Obligations
OA Inspection Program
Training
Forms & Calculators
NEW! Fuel
NEW! Equipment & Industry
Health, Safety & Environmental
Aircraft Accidents
Defense Logistics Agency
Library

Welcome to the Resource Center

Since 1927, Phillips 66 Aviation has led the industry in providing high quality aviation fuels. This tradition continues with the "Resource Center for Fuel Handlers", providing convenient access to a comprehensive collection of fuel quality information, technical data and specifications, training tools and links to industry guidance. TrustedFuel.com is dedicated to supporting your valued business and continued commitment to deliver clean, dry, on spec fuel every time.

Trusted Fuel from the Most Trusted Wings in Aviation

GET STARTED

Search Tips SEARCH

Quick Links
Misfueling Prevention (NATA)
Phillips 66 QA Inspection
AirNav.com
Aviation Weather Center (NOAA)
Aircraft Registration Search (FAA)
Fuel Handler Magazine
General Aviation News
Phillips66.com
Phillips66Aviation.com
Phillips66Lubricants.com

FEATURED RESOURCES

Fuel Handling Guide
Training
Misfueling Prevention
Energy Institute
Tech Topics

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Terms of Use Profile

4 – Fuel Branding and Services



I. Excess Liability Insurance Program & Crisis Management Plan

Phillips 66 Excess Liability Insurance Program

Part of being an aviation service provider is taking on calculated risks. To help you mitigate those risks, Phillips 66 Aviation provides our branded dealers with \$50 million excess liability insurance coverage. This provides important supplemental coverage over and above your primary insurance policy, for certain risks associated with fueling-related incidents. There is a minimum base coverage of \$1,000,000 in liability insurance required by the FBO. Full details of the program can be provided at any time.

Crisis Management Plan

All Phillips 66 emergency protocol material including forms, posters and reporting process will be provided to FBO.

All reported incidents will be coordinated by Phillips and a report of findings will be provided using the P66 inspection process.

Everything possible is done to insure delivery of clean, dry, and on-spec product. Very rarely there are situations where product is delivered or comes off spec while in storage. In those cases, a call to our office starts a process where product is tested at a certified lab. If found to be off-spec it is removed and disposed of safely. We then work with a qualified contractor to insure all equipment is suitable for product storage and can be safely returned to service.

In the event that it is found that off-spec product is delivered to the facility, all costs are covered by Phillips 66 and/or WFS.

The poster features the Phillips 66 logo at the top center, which consists of a shield with the number "66" and the word "PHILLIPS" above it, flanked by wings. Below the logo, the title "AIRCRAFT ACCIDENT REPORTING" is written in a bold, white, sans-serif font. The main content is a numbered list of four steps: 1 STOP Selling Fuel, 2 IDENTIFY Customers that Uplifted Fuel, 3 CONTACT Phillips 66 Aviation at 800-234-6603 (with a note: (If/After airport status check also contact the Aviation Manager), and 4 COMPLETE the "Aircraft Accident Report". At the bottom, there is a small red text box that says "Aircraft Accident Report Form Goes Here" followed by "For additional copies go to www.ecasaccphillips.com or call Phillips 66 Aviation Customer Service at 800-234-6603".

5 - Cost Proposal

Fuel Pricing, Credit Card Rates & Payment Terms



- 1) **Price Quotation:** Prices quoted are for Phillips 66 branded aviation fuels as of April 2, 2020 and effective for the date of this RFP submittal. Prices quoted are for fuel, delivery and include applicable taxes and fees:

Product	Price Per Gallon	Primary Terminal	Backup Terminal
Jet-A	\$1.44289	Rancho Cordova, CA	Richmond, CA
100LL	\$2.42906	Richmond, CA	Bakersfield, CA

Please note that due to confidentiality requirements as part of existing customer fuel supply agreements, no history of 100LL and Jet-A prices at nearby airports can be provided.

2) **Credit Card Processing Rates:**

Credit Card Type	Rate
Phillips 66 Aviation Card	0%
P66 Aviation Wings™ Card (Co-Branded AVCARD)	0%
World Fuel Services or Phillips 66 Contract Fuel AVCARD	0%
AVCARD	2.85%
Visa/Master Card (Qualified)	2.35%
Visa/Master Card (Non-Qualified)	3.35%
American Express	3.45%
Discover	3.50%
Multi Service US Bank	3.50%
AirCard (Retail)	4.25%

- System will provide daily settlements and receipts.
- All necessary training and technical support will be provided at no charge with a simple phone call.
- *Within 72 Hours by EFT depending on batch settlement times
- **Non-Qualified transactions include instances when credit card numbers are manually entered, when using credit card number that is kept on file or for self-serve transactions.

- 3) **Payment Terms:** Net 30 days from invoice date; incentives for shorter payment terms are available. Please see Section 8 – Other Considerations and Incentives.

6 – Terms and Conditions / Sample Agreements



WFS Legal and Insurance representatives have reviewed the Sample Agreement provided as Exhibit A – Professional Services Agreement in the Amador County RFP 20-09. We noted a number of issues in the language and insurance requirements presented. As such, WFS proposes that Amador County review the attached Fuel Supply Agreement, Phillips 66 Branding Agreement and Certificate of Liability Insurance attached.

The attached sample documents are standard industry agreements used to memorialize fuel supply relationships between WFS and its airport and FBO customers. These documents are designed to specifically handle issues which may arise through the handling and sale of aviation fuels under the Phillips 66 fuel brand. Typically, municipal purchase orders will not provide the customer sufficient liability protections and/or will not cover a number of items specific to aviation.

We will work closely with the airport to insure all items necessary for state/local purchasing law or regulation are incorporated into any final agreement.

Attached sample agreements include:

- Fuel Supply Agreement
- Phillips 66 Branding Agreement
- WFS Certificate of Liability Insurance (provided for reference)



FUEL SUPPLY AGREEMENT

THIS FUEL SUPPLY AGREEMENT (this "Agreement") is made and entered into this 1st day of _____, 2020 (the "Effective Date") by and between _____ ("Customer"), a(n) _____ corporation located at _____ and **WORLD FUEL SERVICES, INC.**, a Texas corporation on its behalf and on behalf of its Affiliates (collectively "Seller") located at 9800 N.W. 41st Street, Miami, FL 33178.

WITNESSETH:

WHEREAS, Seller markets and distributes aviation fuels, and Customer is in the business of operating an aviation facility which uses aviation fuels; and

WHEREAS, the parties have agreed that Seller will sell aviation fuels to Customer and Customer will purchase aviation fuels from Seller in accordance with the terms and conditions of this Agreement.

NOW, THEREFORE, in consideration of the premises and mutual covenants and undertakings set forth herein, Customer and Seller hereby agree:

1. **Scope.** During the Term (as defined below), Seller agrees to sell and Customer agrees to purchase all of Customer's requirements at Customer fixed-based operation site at _____ (the "FBO") for branded and unbranded aviation gasoline, jet fuel, and any other products sold hereunder exclusively from Seller and that it will not purchase any such fuels or products for the FBO from any other corporation, company, entity, or person. Customer represents and warrants that all products and services purchased hereunder will be for the purpose of conducting its business and that no aviation gasoline purchased hereunder shall be used or sold for non-aviation use. World Fuel has a contract fuel program that allows its Flight Operator customers ("World Fuel Customers") to purchase Fuel from World Fuel (or its affiliates) worldwide through a network of FBOs and other suppliers, including in Canada (the "Contract Fuel Program"). During the Term, Dealer agrees to exclusively sell to World Fuel, and World Fuel agrees to purchase from dealer, aviation fuel for delivery at the Airport by Dealer to all World Fuel Customers that participate in the Contract Fuel Program. World Fuel issues World Fuel Customers proprietary cards that World Fuel Customers can use to purchase Fuel at FBOs ("Cards"). Dealer agrees to: deliver fuel to World Fuel Customers (a) upon presentment of a Card to Dealer (each, a Card Transaction); and (b) pursuant to sales orders or authorizations issued by World Fuel (each, a "Sales Order", and with Card Transactions, "Customer Transactions") to Dealer for fuel. Dealer shall obtain electronic or manual authorization from World Fuel for all Customer Transactions.

2. **Duration and Renewal.** This Agreement shall be for an initial term of ____ () years beginning on the Effective Date (the "Initial Term"). If at the end of the Initial Term, Customer has not purchased at least _____ gallons of combined aviation fuel from Seller (the "Required Minimum Gallons"), this Agreement shall automatically renew for one or more subsequent annual terms until Customer has purchased at least the Required Minimum Gallons. If upon the expiration of the Initial Term or any annual renewal term, Customer has purchased the Required Minimum Gallons, then this Agreement shall automatically renew for subsequent annual periods ("Subsequent Terms", and with the Initial Term, the "Term") unless cancelled by either party providing written notice to the other party of its election to terminate at least ninety (90) days prior to the end of the Initial Term or the applicable Subsequent Term.

3. **Pricing.** Unless otherwise agreed in writing by the parties, the price per gallon for products sold hereunder shall be as established by Seller from time to time in its discretion. Prices are exclusive of all Taxes (as defined in Section 10) additives, freight charges, surcharges and fees. Notwithstanding any written agreement to the contrary, if Seller's cost of supplying fuel or services to Customer increases then, upon written notice to Customer, Seller may adjust its prices at affected delivery locations. Price changes will take effect as of the date of notification.

4. **Product and Product Standard.** Seller warrants to Customer that the products sold hereunder are Jet Turbine Fuel and 100LL Aviation Gasoline and that such products will comply with the following requirements, as applicable: Jet Turbine Fuel produced by a refinery in the United States shall meet ASTM D 1655, latest revision, and Jet A-1 Turbine Fuel produced by a refinery in Canada shall meet the requirements of CAN/CGSB-3.23, latest revision. 100LL aviation gasoline produced by a refinery in the United States shall meet ASTM D 910, latest revision. Seller warrants to Customer that it has title to the products delivered hereunder, and Seller warrants to Customer that it has the right to sell such products and that they are free from liens and adverse claims of every kind. EXCEPT AS SPECIFICALLY SET FORTH IN THIS SECTION, SELLER MAKES NO WARRANTIES OF ANY KIND TO CUSTOMER REGARDING THE PRODUCT SOLD HEREUNDER, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

5. Credit and Payment Terms. Payment by Customer shall be made by means of electronic funds transfer, and the terms shall be net ten (10) days subject to credit approval by Seller. Past due amounts shall accrue interest at a rate of one and one-half percent (1.5%) per month, or the maximum rate permitted by applicable law, whichever is less. All amounts more than fifteen (15) days past due shall incur an additional five percent (5%) administrative fee. Any waiver by Seller of interest charges or administrative fees on a particular invoice shall not be construed as a waiver by Seller of its right to impose such charges on other or subsequent deliveries. Seller reserves the right to apply Customer's payments to any outstanding invoices or obligations of Customer, as determined by Seller in its sole discretion, without regard to the aging of any account. Customer shall be liable for all fees and costs, including without limitation attorney's fees, incurred by Seller in connection with any collection activities undertaken by Seller for the non-payment of any amounts due hereunder by Customer. Seller reserves the right to modify or cancel the credit terms provided to Customer at any time, in its sole discretion upon notice to Customer. If Seller selects not to extend or cancels any credit terms provided to Customer, prior to each delivery of aviation fuel, Customer shall: (a) make a prepayment to Seller; (b) cause to be issued a letter of credit in favor of Seller in a form, in an amount and from a bank that is acceptable to Seller from time to time in its sole discretion, or (c) give other security to Seller in a manner, of a type, in a form and in an amount that is acceptable to Seller. Seller reserves the right, in addition to all other rights and remedies available to it under the law, in equity or otherwise, to suspend further performance of Services, and demand payment of all outstanding balances, if Customer fails to make any payment as herein provided, or if Seller at any time deems itself insecure with regard to the creditworthiness or financial condition of Customer.

6. Force Majeure. Neither party shall be liable for its failure to satisfy its obligations hereunder as a result of any cause beyond its control, including acts of God, acts of federal, state or local government, compliance with requests, regulations or orders of any governmental authority, fire, storm, flood, earthquake, explosion, accidents, acts of the public enemy, terrorism, war, riot, strike, lockout, or unavailability of or delays in delivery of any product which is the subject of this Agreement. If any such *force majeure* interruption occurs with respect to Seller's supply, Seller may substitute another fuel of the same brand, a different brand, or no brand so long as such aviation fuel meets the standards set forth in Section 4 above, and/or the quantities of aviation fuel required to be supplied under this Agreement may be ratably reduced for the period during which such *force majeure* interruption may exist.

7. Title and Risk of Loss. Seller's liability relating to the aviation fuel sold hereunder shall cease and title and risk of loss shall pass to Customer when said product passes the flange between Seller's delivery line and Customer's connection or vehicle.

8. Inspection and Measurement. Customer's inspection and measurement shall be based on meters or on certified tank truck capacities according to terminal practice. All quantities shall be adjusted to 60 degrees F temperature (unless otherwise specified by State Regulations) in accordance with the latest revised applicable parts of ASTM Designation D: 1250, IP Designation: 200 Petroleum Tables. The term "gallon" shall mean a U.S. gallon of 231 cubic inches. The term "tank truck" shall mean a transport truck with a tank storage capacity of not less than 3,000 gallons.

9. Deliveries. Deliveries shall be made at such times within the usual business hours of Seller as may be required by Customer, provided that reasonable advance notice is given by Customer. Seller shall prepare and furnish the receiving party with copies of bills of lading and other shipping papers. Seller shall not be required to make deliveries into vehicles supplied by Customer unless they are clean and empty immediately prior to delivery and shall not be required to load or deliver quantities less than the full capacity of the vehicle, except as otherwise authorized by Seller from time to time. If deliveries are to be made into Customer's storage facilities, Customer shall provide storage facilities sufficient to enable it to receive such deliveries and shall provide Seller with unimpeded and adequate ingress and egress twenty-four hours per day. Customer shall reimburse Seller on demand for any demurrage or other charges incurred by Seller by reason of Customer's failure to unload any delivery vehicle or release the same within the time allowed therefor without demurrage or other charge even though such failure may have arisen from causes beyond the control of Customer. All deliveries of aviation fuels shall be in full bulk transport quantities unless otherwise agreed by Seller. Seller's ability to offer products in the quantities and at the prices provided for under this Agreement is dependent upon the ratability of Customer's demand. As such, Seller reserves the right to implement measures to control the proportionality, consistency and ratability of Customer's demand.

10. Taxes. All prices are quoted in U.S. Dollars (unless otherwise specified) and exclude all duties, taxes, assessments, fees, and other charges, whether foreign or domestic, including, but not limited to, excise tax, VAT, GST, mineral oil tax, sales tax, use tax or any other tax, license fees, inspection fees, landing fees, airport fees, fees for the privilege of buying, selling or loading aviation fuel, or other charges imposed by any governmental authority or agency or regulatory body, or third party upon, or measured by the gross receipts from or volume sold of any commodity, or on the production, manufacture, transportation, sale, use, delivery or other handling of such commodity, or any component thereof, or on any feature or service related thereto or of any invoice, existing at the time of any sale hereunder (collectively "Taxes"), which shall be added to the applicable price. When permitted, Customer shall assume and be directly responsible to the proper governmental units for any Taxes. When the laws, regulations or ordinances impose upon Seller the obligation to collect or pay such amounts, Customer shall pay to Seller all such amounts for which Seller may be liable. If Customer is entitled to purchase products free of any Tax, Customer

shall furnish Seller proper exemption certificates. Customer acknowledges that it remains solely responsible for all Taxes and shall indemnify Seller against any liability for such Taxes even if Seller fails to include any such Taxes in its invoices. Customer's obligations under this Section 10 shall extend to any Taxes which are assessable against Customer as a result of any subsequent change in, or in interpretation of, any laws relating to such Taxes.

11. Conduct of Customer's Business. In the performance of this Agreement, Customer is engaged as an independent contractor. Customer shall conduct all operations hereunder in compliance with all applicable laws, ordinances and regulations of all governmental authorities, including but not limited to those issued by the U.S. Department of Transportation and those relating to the, production, manufacture, transportation, sale, use, delivery or other handling of products purchased hereunder. Customer shall diligently promote the sale of the petroleum products purchased under this Agreement, and shall conduct the operation of Customer's business in such a manner as to promote goodwill toward Seller and its products. Customer agrees to assist in the administration of any promotional programs Seller or its suppliers may establish for its customers.

12. Insurance.

(a) Customer shall maintain at Customer's own expense during the Term: (i) Workers' Compensation and Employment Liability Insurance as prescribed by applicable law; (ii) Aviation General Liability (bodily injury and property damage) Insurance of not less than \$1,000,000 combined single limit per occurrence, but in the aggregate with respect to Products and Completed Operations Liability and any one offense/aggregate with respect to Personal Injury, and including but not limited to, personal injury, premises-operations, products and completed operations, and contractual Liability; (iii) Business Automobile Liability (bodily injury and property damage) Insurance of not less than \$1,000,000.00 combined single limit per occurrence, on all owned, non-owned and hired vehicles which are used by Customer; and (iv) any other insurance or surety bonding that may be required under the laws, ordinances and regulations of any governmental authority.

(b) The insurance specified in subsection (a) of this Section 12 shall require the insurer to provide Seller with thirty (30) days' prior written notice of any cancellation or material change in the insurance and shall name Seller as additional insured. The insurance required under clause (i) of subsection (a) above shall contain a waiver of subrogation against Seller and an assignment of statutory lien, if applicable.

(c) The insurance required under subsection (a) above shall provide that it is primary coverage to insurance carried by Seller. The insurance required above shall be issued by insurance companies which are reasonably acceptable to Seller. The insurance companies shall have no recourse against Seller, or any other additional insured, for payment of any premiums or assessments under any policy issued by a mutual insurance company. Customer shall be responsible for all deductibles in all of Customer's insurance policies. Customer shall furnish Seller with certificates for all insurance coverage.

(d) Seller has the right to modify, delete, add to or otherwise change the insurance requirements set forth in sections (a) through (c) inclusive provided that Seller provides Customer with thirty (30) days' notice of such change.

13. Indemnification. Each party shall indemnify, defend and hold the other party and its directors, officers, employees and agents harmless from and against any and all expenses (including attorneys' fees) liabilities and claims of whatsoever kind and nature, including but not limited to, those for damage to property (including property of the parties) or for injury to or death of any person (including a party), directly or indirectly, arising or alleged to arise out of or in any way connected with the willful misconduct, negligent acts or omissions, violation of law, or breach of this Agreement by the indemnifying party. The foregoing indemnity shall not apply to the extent such expense, liability or claims result from the negligent acts or omissions or willful misconduct of the party seeking indemnification.

14. Quality Control. Customer shall maintain the quality of Seller's aviation products and shall comply with any quality control procedures prescribed by Seller's supplier. In no event shall Customer permit automotive engine fuels or kerosene to be sold as Seller aviation fuels or dispensed through equipment bearing Seller's or its suppliers' insignia. Customer shall immediately report to Seller any accident or incident involving a fueled aircraft. Any claim made by Customer for deficiency in product quality or quantity shall be waived unless made in writing within forty-eight (48) hours after delivery.

15. Claims. Any claim made by Customer for deficiency in product quality or quantity shall be waived unless made in writing within forty-eight (48) hours after delivery.

16. Confidential Information. Customer shall hold in confidence all manuals, guides, forms, instructions, software programs and other proprietary materials provided by Seller for Customer's use in promoting and selling Seller products, and all technical information, trade secrets and other confidential business information that is disclosed to Customer by Seller (collectively "Confidential Information"). Customer shall not use Confidential Information for any purpose other than developing business for Seller's products and services, and shall not disclose Confidential Information to anyone other than Customer's employees or agents who have a need to know Confidential Information. Customer's obligations under this Section 15 shall survive termination of this Agreement. The recipient's obligations with respect to confidentiality and disclosure set forth herein shall not apply to

Confidential Information that (i) is already in the recipient's, its subsidiaries' or affiliates' possession, provided that such information is not subject to another confidentiality agreement with disclosing party; (ii) is or becomes generally available to the public other than as a result of a wrongful disclosure by recipient or its representatives; (iii) becomes available to recipient, its subsidiaries or affiliates on a non-confidential basis from a source other than disclosing party, provided that such source is not bound by a confidentiality agreement with or other obligation of secrecy to Disclosing Party; or (iv) is subsequently independently developed by employees or agents of recipient, its subsidiaries or affiliates without any use of disclosing party's Confidential Information.

17. Termination.

(a) Seller may, in addition and without prejudice to any of its other rights or remedies hereunder, terminate this Agreement upon giving Customer seven (7) days' prior written notice (or such other period as is specified herein) if any one or more of the following occurs and Customer fails to cure such breach within the applicable notice period: (i) Customer breaches or defaults on any covenant, condition or other provision of this Agreement, the branding schedule, note, security agreement, lease, or any other agreement of the parties; (ii) Customer fails to pay to Seller in a timely manner when due all sums to which Seller is legally entitled (whether or not such sums are owed under this Agreement); (iii) willful adulteration, commingling, mislabeling or misbranding of aviation fuels or other violations by Customer of trademarks utilized by Seller occur or unlawful, fraudulent or deceptive acts or practices or criminal misconduct by Customer relevant to Customer's performance of this Agreement occur; or (iv) Customer becomes insolvent, files a voluntary petition in bankruptcy, makes an assignment for the benefit of creditors, is adjudicated bankrupt, permits a receiver to be appointed, or permits or suffers a material disposition of its assets. With respect to a breach of subsection 16(a)(ii), in addition to all other rights hereunder, Seller may immediately suspend performance hereunder or terminate this Agreement without giving Customer notice or opportunity to cure.

(b) If Seller continues to accept orders from Customer following the expiration of the Term, such sales shall be upon all of the terms and conditions hereof except that the relationship of the parties may be terminated at will.

(c) In the event this Agreement is terminated, all other agreements and instruments between the parties shall also terminate, and all amounts owing under any note or other document shall become due and payable. In addition, upon termination of this Agreement, any and all indemnity obligations, parties' rights upon breach, all collateral and security interests in favor of Seller, obligations arising upon termination (such as discontinuing the use of the trademarks and tradenames of Seller's supplier), confidentiality provisions, and any other terms of this Agreement which by their nature should survive termination shall all survive.

(d) No termination of this Agreement, even if on account of Seller's default, shall excuse Customer from paying any unpaid amounts owing for aviation fuel previously delivered hereunder, or from paying other outstanding amounts due Seller under this Agreement. The remedies provided in this Agreement are cumulative and not exclusive of any other remedies provided by law. HOWEVER, IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER PARTY FOR SPECIAL, INCIDENTAL, CONSEQUENTIAL, PUNITIVE, OR EXEMPLARY DAMAGES.

18. Allowances.

19. Miscellaneous.

(a) Notices. All notices to be given hereunder by either party shall be in writing and sent by first class United States mail to the other, delivered to the address first listed above or at such other address or facsimile number as either party may designate to the other by written notice in the manner provided pursuant to this Section 19(a).

(b) Entire Agreement. This Agreement, the branding agreement, all security agreements, notes, leases, and all other related documents of the parties constitute the entire agreement between the parties. The parties agree to execute and deliver a replacement branding agreement in substantially the same form (unless a new supplier requires a different form) if Seller determines to substitute aviation fuel of a different brand so long as such aviation fuel meets the requirements and standards set forth in Section 4. No other promises, agreements or warranties additional to this Agreement, the branding agreement, or other documents listed above shall be deemed a part hereof, nor shall any alteration or amendment of this Agreement or the branding agreement be effective without the express written agreement of both parties.

(c) No Conflict. Each of Customer and Seller represents and warrants to the other that neither the execution and delivery of this Agreement by it, nor the consummation of the transactions contemplated hereby, will: (a) violate or conflict with, or result in a breach of any provision of, or constitute a default under any existing agreement or other instrument or obligation to which it is a party, (b) violate applicable law; or (c) require any action, or consent or approval of, or review by, any other party, except as shall have been duly obtained and effective as of the date of this Agreement.

(d) **Assignment: Waiver.** This Agreement may not be assigned by Customer, either voluntarily, involuntarily, or by operation of law, without the prior written consent of Seller, which consent shall not be unreasonably withheld. Fuel and/or services may be provided by an Affiliate of Seller. As used herein, an "Affiliate" of Seller is any corporation, partnership, joint venture or other entity in which World Fuel Services Corporation, a Florida corporation, owns, directly or indirectly, an equity interest of fifty percent (50%) or more. In any transaction hereunder, the Affiliate issuing the invoice to Customer shall be deemed the Seller of the fuel and/or services. The waiver by either party of the breach of any provision hereof shall not constitute a waiver of any subsequent or continuing breach of such provision or provisions.

(e) **Governing Law, Disputes.** This Agreement shall be construed in accordance with the laws of the State of Florida without regard to conflict of laws provisions. Customer hereby consents to the jurisdiction of any state or federal court situated in Miami-Dade County, Florida and waives any objections based on forum non conveniens with regard to any actions, claims, disputes or proceedings relating to this Agreement, any related document, or any transactions arising therefrom, or enforcement and/or interpretation of any of the foregoing; provided, nothing herein shall affect a party's right to bring proceedings against the other party in the competent courts of any other jurisdiction or jurisdictions. Customer and Seller hereby waive any and all right to trial by jury in any action or proceeding relating to this Agreement or any documents relating to this Agreement, or any transaction arising herefrom or connected hereto. Customer and Seller each represents to the other that this waiver is knowingly, willingly and voluntarily given.

(f) **Attorneys' Fees.** In the event of any lawsuit between Seller and Customer arising out of or relating to the transactions or relationship contemplated by this Agreement, the substantially prevailing party shall be entitled to recover its reasonable costs including its reasonable attorneys' fees.

IN WITNESS WHEREOF, the parties have executed this Agreement which is made effective as of the date first above written.

WORLD FUEL SERVICES, INC.

CUSTOMER

By: _____

By: _____

Steve Drzymalla
SVP, Business Aviation

Printed Name and Title



BRANDING AGREEMENT
(PHILLIPS 66® BRAND)

This BRANDING AGREEMENT (this "Branding Agreement") is made and entered into this [] by and between [Insert Entity Name, a(n)] ("Customer") located at [] and WORLD FUEL SERVICES, INC., a Texas corporation on its behalf and on behalf of its Affiliates (as defined in the FSA) (collectively "Seller") located at 9800 N.W. 41st Street, Miami, FL 33178.

During the term of this Branding Agreement, _____ ("Customer") is authorized to and shall offer Company Products for sale under the Company Marks subject to the following terms and conditions:

1. Customer is hereby authorized to sell aviation fuels and other petroleum products supplied by Company pursuant to the Fuel Supply Agreement between Customer and Seller dated _____ ("FSA") at the locations listed in the FSA (each a "Location"), under certain brands and signs, and under certain trade names, trademarks, trade dresses, brand names, labels, insignias, symbols and imprints owned by Company or used by Company in its business (collectively "Company Marks") as are specifically authorized by Company from time to time. Such aviation fuels and other petroleum products sold by Seller to Customer, and held for sale by Customer, under Company Marks pursuant to this Branding Agreement and the FSA are hereafter referred to as the "Company Products." Each of the following petroleum products shall be continuously stocked and offered for sale at Customer's Location in such quantities as are necessary to meet the demand therefore: Company's Aviation Gasoline 100LL and Company's Jet A Turbine Fuel.
2. Any and all signs, decals, posters, placards, plates, devices, graphic materials or other form of advertising matter consisting in whole or in part of the name of Company or any Company Marks (collectively, "Branded Materials") will be obtained by Customer, at Seller's expense, only from Company. Any and all rights in Company Marks and Branded Materials are, and shall remain, the property of Company. Any use of Company Marks or Branded Materials other than as specifically set forth herein shall be strictly prohibited. No signs, emblems, graphic materials or other form of advertising for competing products or brands may be displayed at any Location where Company Products are offered without the express written consent of Seller.
3. Customer agrees that it will not use or display any Branded Materials (a) in a manner which causes or is calculated to cause confusion as to the type, characteristics, quality or manufacture of any fuel or other product which Customer offers for sale; or (b) for the purpose of selling or promoting the sale of aviation fuel other than fuels supplied by Seller; or (c) for the purpose of selling or offering for sale any product which has been diluted or adulterated whether intentionally or not. Customer will at all times maintain its facilities and conduct its operations in compliance with those standards and procedures established from time to time by Company and applicable to aviation fixed based operators displaying any of the Company Marks or Branded Materials. Such standards and procedures may include (without limitation) image quality standards for the brand displayed, quality control and refueling procedures for products bearing such brand, and standards for services offered and facilities utilized by Customer in conjunction with such products. Seller or Phillips 66 Company may, as each deems appropriate, including through the use of third party contractors, conduct periodic tests or inspections to confirm Customer's compliance with its obligations hereunder.
4. Seller desires to maintain the quality of Company Products sold hereunder. Accordingly, Customer will not in any manner mix, commingle, adulterate, blend, dilute or otherwise change the composition of any of Company Products purchased from Seller hereunder and resold by Customer under Company Marks unless mutually agreed by both parties pursuant to the co-mingling section of the FSA. If Customer offers for sale products purchased on an unbranded basis, Customer shall refrain from all use of Company Marks on or in connection with the sale of such products. Customer further agrees to protect the identity of Company's products and Company Marks by all reasonable means that would prevent customer confusion or misinformation, including, but not limited to, compliance with any guidelines issued by Seller and/or Company to prevent such confusion.
5. Customer shall accept and honor for payment all Company Accepted Credit Cards and Debit Cards as outlined in the then current Company Credit Card Guide and subject to the terms thereof. "Company Accepted Credit Cards" are defined in the Company Credit Card Guide, which is incorporated herein by this reference, and which may be revised from time to time or discontinued at Company's sole discretion, and which may be supplemented with Company's marketing website communications, and other forms of notification to Customer (all referred to collectively as the "Credit Card Guide"). Customer shall accept other payment methods designated by Company from time to time in the Company Credit Card Guide. Customer shall use Company's approved Electronic Point of Sale ("EPOS") devices for transaction processing.

6. Customer may be eligible to enroll in the Phillips 66-Branded Airport Dealers Excess Liability Insurance Program (the "Excess Liability Program"). In order to apply for enrollment, Customer must complete the following documents relating to the P66 Excess Liability Program and submit them to Company: (1) Invitation to Enroll; and (2) Letter of Understanding. Customer shall be required to meet such eligibility requirements as established by Company from time to time. Upon request, Seller will provide Customer with the necessary documentation to apply for enrollment; provided, however, that Customer's eligibility and enrollment in the Program shall be in the sole discretion of Company.
7. Upon termination of this Branding Agreement, or in any event upon demand by Company, Customer shall immediately discontinue the posting, mounting, display or other use of Company Marks or Branded Materials. In addition, Customer, at its own expense, shall uninstall and return to Company all salvageable signage and shall promptly return to Seller (or destroy) any and all Branding Material or other items that display Company Marks and shall obliterate the appearance of Company Marks from any of Customer's real or personal property.
8. Company reserves the right at any time to change its product line and specifications, trade dress, trade names, and trademarks or to change or withdraw any services offered in connection with any products such as, but not limited to, credit card acceptance. In the event of such change, Company shall be relieved of all obligation to sell such discontinued products or to offer such discontinued products, trade dress, trade name, trademark or services to Seller and Customer; and, if Company shall market any other brand or product in lieu of the discontinued items, this Branding Agreement shall embrace such new brands or products. Neither Company nor Seller shall be liable to Customer by reason of any such changes.
9. This Branding Agreement shall have the same term as the FSA and shall terminate only when the FSA terminates, unless earlier terminated by Seller upon notice to Customer: (a) if Customer fails to comply with the requirements of this Branding Agreement; or (b) if a new Branding Agreement is substituted for this Branding Agreement pursuant to the terms of the FSA. The parties agree to execute and deliver a replacement branding agreement in substantially the same form (unless a new supplier requires a different form) if Seller determines to substitute aviation fuel of a different brand so long as such aviation fuel meets the requirements and standards set forth in Section 4 of the FSA.
10. Customer may not assign or transfer any right to use Company Marks or Branded Materials without Company's prior approval.
11. The term "**Company**" as used in this Branding Agreement refers to **Phillips 66 Company** as owner of the brands, marks, and other intellectual property which is the subject matter of this Branding Agreement. The term "**Seller**" as used in this Branding Agreement refers to World Fuel Services, Inc. or one of its Affiliates (as defined in the FSA) in its capacity as "Seller" under the FSA.
12. This Branding Agreement is hereby incorporated by reference in and made part of the FSA for all purposes.

IN WITNESS WHEREOF, the parties have executed this Agreement which is made effective as of the date first above written.

WORLD FUEL SERVICES, INC.

[CUSTOMER]

By: _____

By: _____

Steve Drzymalla
SVP, Business Aviation

Printed Name and Title



CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY)
06/20/2019

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 have ADDITIONAL INSURED provisions or 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).

PRODUCER Aon Risk Services Northeast, Inc. New York NY Office One Liberty Plaza 165 Broadway, Suite 3201 New York NY 10006 USA	CONTACT NAME: PHONE (A/C. No. Ext): (866) 283-7122 FAX (A/C. No.): (800) 363-0105	
	E-MAIL ADDRESS:	
INSURED World Fuel Services Corporation 9800 N.W. 41st Street Suite 400 Miami FL 33178 USA	INSURER(S) AFFORDING COVERAGE	
	INSURER A: National Fire & Marine Ins Co	NAIC # 20079
	INSURER B: ACE American Insurance Company	22667
	INSURER C: Indemnity Insurance Co of North America	43575
	INSURER D: ACE Fire Underwriters Insurance Co.	20702
	INSURER E:	

Holder Identifier :

COVERAGES **CERTIFICATE NUMBER: 570076915713** **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. Limits shown are as requested

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			42GLO10027706 STR applies per policy terms & conditions	07/01/2019	07/01/2020	EACH OCCURRENCE \$5,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$100,000 MED EXP (Any one person) PERSONAL & ADV INJURY \$5,000,000 GENERAL AGGREGATE \$6,000,000 PRODUCTS - COMP/OP AGG \$6,000,000
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY			ISA H25296230	07/01/2019	07/01/2020	COMBINED SINGLE LIMIT (Ea accident) \$5,000,000 BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION						EACH OCCURRENCE AGGREGATE
C	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY <input type="checkbox"/> ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below			WLC65893605	07/01/2019	07/01/2020	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE-EA EMPLOYEE \$1,000,000 E.L. DISEASE-POLICY LIMIT \$1,000,000
D	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY <input type="checkbox"/> ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	SCFC65893642	07/01/2019	07/01/2020	

Certificate No : 570076915713

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

Named Insured's Complete Name: World Fuel Services Corporation, including all its subsidiaries
Subsidiaries that are part of World Fuel Services Corporation:
Trans-Tec International S.R.L. and World Fuel Services Argentina S.R.L.
9800 NW 41st Street
Miami, FL 33178
Evidence of Insurance

CERTIFICATE HOLDER **CANCELLATION**

World Fuel Services Corporation 9800 N.W. 41st Street Suite 400 Miami FL 33178 USA	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 <i>Aon Risk Services Northeast, Inc</i>
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7 – Other Considerations & Incentives



-
- A. Self-Serve Facility:** World Fuel Services proposes to upgrade at its cost the current QT M3000 unit to a new QT M4000 unit. WFS will cover the cost of the new equipment and installation costs at the airport not to exceed \$16,000.00. See Exhibit A – Attached: Estimated Costs for M4000 Upgrade and Installation.
- B. Payment Terms Incentive:** As an incentive for reduced payment terms and payment via electronic funds transfer (EFT), WFS offers the following:
- A. Net 20 days EFT: WFS will provide the Web-Based Siteminder Subscription on a complimentary basis during each year of the fuel supply agreement. (\$945.00/year value / 5 year value of \$4,725.00)
 - B. Net 10 days EFT: WFS will provide the Web-Based Siteminder Subscription on a complimentary basis during each year of the fuel supply agreement. (\$945.00 year value / 5 year value of \$4,725.00) and an additional discount on all fuels purchased of \$0.01 per gallon (Estimated \$400.00 per year value on 40,000 gallons purchased / \$2,000.00 value over 5-year term of agreement).
- A. Refueling Equipment Maintenance Allowance:** World Fuel Services will provide a one-time allowance in the amount of \$3,000.00 to Amador County upon execution of all necessary agreements for painting, imaging and/or repair of refueling equipment.

Exhibit A – Estimated Self Serve System Upgrade Costs



4909 Nautilus Court North, Suite 109
 Boulder, CO 80301
 ph: 303-444-3590 Fax: 303-444-8736

Quote No.

QT Pod Fueling Terminals

Representative

Name: Matt Duncan Phone: 303-962-3413
 Position: Sales Fax: 303-444-8736
 Department: Sales Division E-mail: mduncan@qtpod.com

Dates

First Contact: _____
 Quote Issued: 4/2/2020
 Accept/Reject: _____

Product/Service Name	Quantity	Price	TOTAL
QT Pod Model M4000 Self-Serve Fueling Terminal <i>1 hose control, wired ethernet capability</i> M3000 upgrade discount (Credit good until June 30, 2020) Options DPI Module - for each additional hose point	1	\$14,995.00	\$14,995.00
	1	(\$4,495.00)	(\$4,495.00)
	1	\$360.00	\$360.00
Cellular Kit (Optional if CAT 5 ethernet cable can't be run to terminal) For Amador County Airport	1	\$800.00	\$800.00
SHIPPING	1	\$295.00	\$295.00
		Sub Total	\$11,955.00

Client

Customer: Mike Montalvo Company: WFS
 Address: _____ State: _____
 City: _____ Email: mmontalvo@wfscorp.com
 ZIP: _____ Fax: _____
 Phone: _____

Status

Established Client New Client Prospective Client

Notes

Price does not include installation
 Cell kit requires data plan through QT \$480/ year

Office Use Only

Prices are subject to change without notice.

* INSTALLATION ESTIMATE FOR QT POD M4000 PERFORMED AT ANOTHER AIR PORT FOR REFERENCE

MSI Fuel Management, Inc.

P.O. Box 718
Vacaville, CA 95696-0718

Invoice

Phone #	Date	Invoice #
707-449-4550	3/17/2020	4918

Bill To

Ascent Aviation Group, Inc.
Mike Montalvo
1 Mill Street
Parish, New York 13131

P.O. #	Vendor ID
Verbal	
Terms	End User / Site
Net 30	Jet West

QTY	DESCRIPTION	RATE	SERVICED	AMOUNT
1	Upgrade Card Terminal to M4000 by QT POD. Remove existing FuelMaster System. Configure M4000 System and Test. SITE NAME: Jet West, Inc. Ryan Gauger, Salinas Airport (KSNS), 280 Mortensen Ave, Salinsa, CA 93905	3,495.00	3/16/2020	3,495.00

Thank you for your business.		Sales Tax (9.25%)	\$0.00
msifuel.com	trentdouglass@comcast.net	Total	\$3,495.00

Please remit full payment to MSI Fuel Management, Inc. PO Box 718, Vacaville, CA 95696
Interest for late payment is 18% annually or 1.5% per month.

Thank You...

World Class FBO Support



Degree of Compliance

This proposal will define the commercial terms under which we will offer Phillips 66 branded aviation fuels and related programs and services to Amador County. Notwithstanding anything to the contrary contained in the Ascent Aviation Group Commercial Bid enclosed herewith, please note that our bid is non-binding, indicative only, and remains subject to Ascent Aviation Group, Inc. and Amador County duly executing and delivering definitive documentation, such documentation to be negotiated by the parties.

Final Proposal Evaluations RFP 20-09 Contract Servi

The Evaluation Committee was made up of three

CATEGORIES

A. Quality and Responsiveness of the Proposal

A.1. Proposal contains all requested information, is organized, not missing or lacking material information, laborious and provided relevant information. All information requested in the Transmittal Letter is i

B. Scope of Work/Services

B.1. Proposal included the Respondent s overview of the entire proposal describing the work and ser
i. Present the proposer s basic scope of services, objectives and intended results of the services to be
of the Aviation Fuel Services.
ii. Should summarize how the proposal meets the RFP requirements and why the proposer is best qu
iii. Discuss any requirements not addressed in this RFP and any constraints in providing the services l

C. Experience & Qualifications

C.1. Proposal contains a description of the nature of the Respondent s present work, including a a m
projects, staff who worked on those projects, and corresponding client s names, titles, and phone nu
and Qualifications, list the involvement of the proposed staff members. Proposer shall identify the
relationship to supply fuel for retail sales. Provide a history of 100LL Avgas and Jet-A prices charged
months. Proposer should specify fuel brand name.

D. Cost Proposal

D.1. The proposal should include a detailed, cost proposal based upon the objectives outlined in th
when a not to exceed cap on costs is appropriate. Basis for charging on a time and materials basis
All cost to be paid for by County shall be listed. By indicating a price for the service, Proposer is rep
described in this RFP can be met if Proposer is awarded the contract.

Proposals should include:

- a. Equipment cost: All electronic equipment, credit card reader, credit cards fees/discount fees, soft
 - b. Refueling Equipment cost: Painting, signage, decals, maintenance plan, and all necessary steps to
 - c. Fuel cost: Includes Avgas 100 LL and Jet A at current rates as of March 26, 2020 per gallon includi
- Proposals shall include any discounts for early payment.

E. Other Considerations & Incentives

E.1. Respondent should include, but not limited to:

TOTAL POINTS * 0 = Non-existent 4 = Poor 8 = Marginal 12 = Acceptable 16 = Very Good 20 = E

TOTAL WEIGHT (100%)

TOTAL WEIGHTED POINTS

Final Eval 4.29.20

Signature/Date

ces For Aviation Fuel Services	Max Points	Proposers 0-20 Points	Weight
e (3) members			10%
ation, does not have numerous spelling or grammatical errors, is not included.	20	11.33	
			15%
ervices to be provided. The summary should: e provided. Proposal should address objectives and intended results	20	12.67	
ualified to perform these services. listed herein.			15%
ission statement; and a list of current and past work on similar umbers. For any projects referenced in the Statement of Experience three (3) airports closest to the County that the Proposer has a to the airports for the first week of each month for the previous 6	20	11.67	
			40%
ne Scope of Work. Where applicable, each proposal should indicated for preparation of optional objectives should be listed if proposed. resenting to the County that all requirements for fuel or service as	20	15.33	
ware, hardware, conversion from old system to new, etc. convert from existing brand to new brand, etc. ing all taxes and shipping to 12380 Airport Road Martel, Ca 95654.			20%
	20	12.00	
Excellent	100	63.00	
			100.00%

Proposer 1 Avfuel Reception Weighted Score	Max Points	Proposers 0-20 Points	Weight	Proposer 2 Epic Aviation Weighted Score	Max Points	Proposers 0-20 Points
			10%			
5.67	20	17.00		8.50	20	15.00
			15%			
9.50	20	15.00		11.25	20	16.00
			15%			
8.75	20	15.33		11.50	20	16.33
			40%			
30.67	20	15.33		30.67	20	13.33
			20%			
12.00	20	11.67		11.67	20	18.00
	100	74.33			100	78.67
66.58			100.00%	73.58		

Weight	Proposer 3
	World Fuel Services
	Weighted Score
10%	
	7.50
15%	
	12.00
15%	
	12.25
40%	
	26.67
20%	
	18.00
100.00%	76.42

Board of Supervisors Agenda Item Report

Submitting Department: Public Works

Meeting Date: May 12, 2020

SUBJECT

State Route 88 / Pine Grove Improvement Project;
Purchase Agreement with Sunrise Square Corporation
APN: 030-200-077

Recommendation:

1. Approve Purchase Agreement; and
2. Authorize Chairman to sign agreement, certificates of acceptance for each deed, and escrow instructions.

4/5 vote required:

No

Distribution Instructions:

Public Works

ATTACHMENTS

- [2020-05-12_Memo_SR88 RW Sunrise Square Corporation.pdf](#)
- [2020-05-12_Purchase Agreement_SR88 RW Sunrise Square Corporation.pdf](#)



AMADOR COUNTY COMMUNITY DEVELOPMENT AGENCY
TRANSPORTATION & PUBLIC WORKS

PHONE: (209) 223-6429

FAX: (209) 223-6395


WEBSITE: www.amadorgov.org

EMAIL: PublicWorks@amadorgov.org

COUNTY ADMINISTRATION CENTER • 810 COURT STREET • JACKSON, CA 95642-2132

MEMORANDUM

TO: Board of Supervisors

FROM: Mark Hopkins, Senior Project Manager *mh* 

DATE: May 12, 2020

SUBJECT: State Route 88 / Pine Grove Improvement Project;
Purchase Agreement with Sunrise Square Corporation
APN: 030-200-077

CONTACT: Mark Hopkins (223-6248)

Overview

In general, the overall project intends to improve State Route 88 corridor through the town of Pine Grove. These planned improvements will include: construction of sidewalks, shoulder widening and bicycle lanes, installation of signals, intersection modifications, construction of additional turn lanes, and reconstructing various portions of the highway to make geometric improvements. The implementation of these corridor improvements will meet the long-term operational, congestion, and safety needs while advancing the broad community development goals of the region, County and Pine Grove.

The Board established "just compensation" for these acquisitions in closed session on November 12, 2019 and the Public Works' right-of-way agent secured Sunrise Square Corporation signature on the attached Purchase Agreement in April 2020. As described in the Purchase Agreement, the cost of \$46,100.00 includes the value of the permanent right of way deed (APN 030-200-077), temporary right of way deed (APN 030-200-077), and certain damages which will occur on the properties at the time of construction.

Requested Actions:

1. Approve Purchase Agreement; and
2. Authorize Chairman to sign agreement, certificates of acceptance for each deed, and escrow instructions.

Fiscal Impact

This work is funded with revenue from the Regional Transportation Improvement Program (RTIP). The Amador County Transportation Commission (ACTC) is the Project Sponsor. Funding is currently programmed by ACTC accordingly in the RTIP. Current funding is for Right-of-way Appraisal and Acquisition (R/W) component phase work only. Amador County (County) is receiving reimbursement for eligible project expenses by invoicing California Department of Transportation directly in arrears. The project is included in Fiscal Year 2019-20 Adopted Department Budget.

Attachments:

Two Original Purchase Agreements
Original Deeds with Certificate of Compliance
Escrow Instructions

Assessor Parcel No.	Owner	Site Address	Project	Parcels
030-200-077	Sunrise Square Corporation	20022 State Route 88, Pine Grove CA 95665	State Route 88 / Pine Grove Improvement Project	17093-1,2,3

PURCHASE AGREEMENT

This Agreement for Purchase of Property is between **Amador County, a political subdivision of the State of California (COUNTY)**, and **SUNRISE SQUARE CORPORATION (GRANTOR)**.

In consideration of which, and the other considerations hereinafter set forth, it is mutually agreed as follows:

1. (A) The parties have herein set forth the whole of their agreement. The performance of this agreement constitutes the entire consideration for said document and shall relieve COUNTY of all further obligation or claims on this account, or on account of the location, grade or construction of the proposed public improvement project in the manner proposed.
- (B) COUNTY requires property in Fee and a Temporary Construction Easement for road improvement purposes, a public use for which COUNTY has the authority to exercise the power of eminent domain. GRANTOR is compelled to sell, and COUNTY is compelled to acquire the property. The Fee interest being acquired is depicted in blue on the attached Exhibit A and the Temporary Construction Easement being acquired is depicted in green on the attached Exhibit A.
- (C) Both GRANTOR and COUNTY recognize the expense, time, effort, and risk to both parties in determining the compensation for the property by eminent domain litigation. The compensation set forth herein for the property is in compromise and settlement, in lieu of such litigation.
2. COUNTY shall:
 - (A) Pay the undersigned Grantor the sum of \$46,100.00 (FORTY-SIX THOUSAND ONE HUNDRED DOLLARS AND 00/100) for the property interest conveyed as outlined above when title to said property vests in the name of COUNTY free and clear of all liens, encumbrances, assessments, easements and leases (recorded and/or unrecorded) and taxes, except:
 - (a) Taxes for the tax year in which this escrow closes shall be cleared and paid in the manner required by Section 5086 of the Revenue and Taxation Code, if unpaid at the close of escrow.
 - (b) Covenants, conditions, restrictions and reservations of record, or contained in the above-referenced document.
 - (c) Easements or rights of way over said land for public or quasi-public utility or public street purposes, if any.
 - (B) Pay all escrow and recording fees incurred in this transaction. The COUNTY will obtain title insurance and pay the premium charged therefor. Said escrow and recording charges shall not, however, include documentary transfer tax. This transaction will be handled through Placer Title Company, 11321 Prospect Drive, Suite 1, Jackson, CA 95642. Escrow Number P-290702.
 - (C) Have the authority to deduct and pay from the amount shown on Clause 2(A) above, any amount necessary to satisfy any bond demands and delinquent taxes due in any year except the year in which this escrow closes, together with penalties and interest thereon, and/or delinquent and unpaid nondelinquent assessments which have become a lien at the close of escrow.
 - (D) At no expense to GRANTOR and at the time of highway construction, construct road approaches paved to the right of way line. Upon completion of construction of said road approaches they will be considered as an encroachment under permit on the State highway and is to be maintained, repaired, and operated as such by GRANTOR, in accordance with and subject to the laws of the State of California and the rules and regulations of the Department of Transportation. Access to the property will be maintained throughout the construction period.

These obligations shall survive the close of escrow in this transaction.

3. Permission is hereby granted the COUNTY or its authorized agent to enter on GRANTOR's land, where necessary, to complete work as described above in Clause 2(D) of this contract. GRANTOR understands and agrees that after completion of the work as described in Clauses 2(D) of this contract it will be considered as GRANTOR's sole property and GRANTOR will be responsible for any maintenance and repair.
4. It is understood and agreed by and between the parties hereto that payment as provided in Clause 2(A) includes, but is not limited to, payment for any and all damages, which may accrue to GRANTOR'S remainder property by reason of its severance from the property conveyed herein and the construction and use of the proposed roadway project, including, but not limited to, any expense which GRANTOR may incur in restoring the utility of the remaining property.
5. The amount cited in Clause 2 (A) above includes payment for the Temporary Construction Easements needed for the purpose of providing access, a working area to install sidewalks, restore/relocate signs or mailboxes and any associated construction activities related to construction of the Project in the manner proposed. Permission is hereby granted to COUNTY and its authorized agents to enter upon GRANTOR's land on Assessor's Parcel Number 030-200-077 within those areas shown on the attached map (Exhibit "A") for undertaking and facilitating the work described herein and the construction of the County's Project. Said Temporary Construction Easements shall become effective upon COUNTY's deposit of funds into escrow in the amount of the purchase price and shall terminate upon completion of construction, or in any event no later than 60-Months from the effective date.
6. Permission is hereby granted the COUNTY or its authorized agent to enter upon GRANTOR's land where necessary within that certain area as shown outlined in color on the map marked Exhibit "A" attached hereto and made a part hereof and identified as a temporary construction easement, for the purpose of roadwork and a working area for the widening and construction of the State Route 88 Project, and construction of sidewalks.
7. It is agreed and confirmed by the parties hereto that notwithstanding other provisions in this contract, the right of possession and use of the subject property by COUNTY, including the right to remove and dispose of improvements, shall commence on acceptance of this contract by COUNTY and upon deposit of funds into escrow. The amount shown in Clause 2(A) herein includes, but is not limited to, full payment for such possession and use, including damages, if any, from said date.
8. Any monies payable under this contract up to and including the total amount of unpaid principal and interest on note(s) secured by mortgage(s) or deed(s) of trust, if any, and all other amounts due and payable in accordance with the terms and conditions of said trust deed(s) or mortgage(s), shall upon demand(s) be made payable to the mortgagee(s) or beneficiary(ies) entitled thereunder; said mortgagee(s) or beneficiary(ies) to furnish GRANTOR with good and sufficient receipt showing said monies credited against the indebtedness secured by said mortgage(s) or deed(s) of trust which pertains to only that portion of GRANTOR'S property acquired by COUNTY for their roadway improvement project.
9. In consideration of the State's waiving the defects and imperfections in all matters of record title, the undersigned grantors covenant and agree to indemnify and hold the COUNTY harmless from any and all claims that other parties may make or assert on the title to the premises, if and only if such claims were known to GRANTOR and unknown to COUNTY at the time of closing. The GRANTOR's obligation herein to indemnify the COUNTY shall not exceed the amount paid to the GRANTOR under this contract.
10. COUNTY agrees to indemnify and hold harmless the undersigned GRANTOR from any liability arising out of COUNTY's operations under this agreement. GRANTOR further agrees to assume responsibility for any damages proximately caused by reason of its operations under this agreement and the COUNTY will, at its option, either repair or pay for such damage to return property to like before construction condition.
11. GRANTOR warrants that there are no oral or written leases on all or any portion of the property exceeding a period of one month, and the GRANTOR agrees to hold the COUNTY harmless and reimburse the

No Obligation Other Than Those Set Forth Herein Will Be Recognized

COUNTY for any and all of its losses and expenses occasioned by reason of any lease of said property held by any tenant of GRANTOR for a period exceeding one month. GRANTOR acknowledges that a quitclaim deed will be required from any lessee that has a lease term exceeding one month. Said quitclaim deeds are to be provided to Title by GRANTOR, prior to the close of escrow.

12. It is agreed between the parties hereto that the COUNTY in acquiring title subject to unpaid assessments, as set forth herein, is not assuming responsibility for payment or subsequent cancellations of such assessments. The assessments remain the obligation of the GRANTOR and, as between the COUNTY and the GRANTOR no contractual obligation has been made requiring their payment. Payment for the property acquired under this transaction is made upon the basis that the GRANTOR retains their obligation to the levying body respecting said assessments. The property acquired under this transaction is to be free and clear of any bonds and/or assessments at the close of escrow.
13. The acquisition price of the property being acquired in this transaction reflects the fair market value of the property without the presence of contamination. If the property being acquired is found to be contaminated by the presence of Hazardous Waste which requires mitigation under Federal or state law, COUNTY may elect to recover its cleanup costs from those who caused or contributed to the contamination.
14. It is understood and agreed by and between the parties hereto that this Agreement inures to the benefit of, and is binding on, the parties, their respective heirs, personal representatives, successors, and or assignees.

SIGNATURE PAGE FOLLOWS

ALL AGREEMENTS FOR PURCHASE OF PROPERTY ARE CONTINGENT UPON THE APPROVAL OF THE COUNTY BOARD OF SUPERVISORS.

In Witness Whereof, the Parties vested have executed this agreement on 8th day of April 2020.

GRANTOR: SUNRISE SQUARE CORPORATION

By: Sharon J. Lundgren
Name: Sharon J. Lundgren
Its: Resident

By: _____
Name: _____
Its: _____

**GRANTEE:
AMADOR COUNTY**

APPROVED:

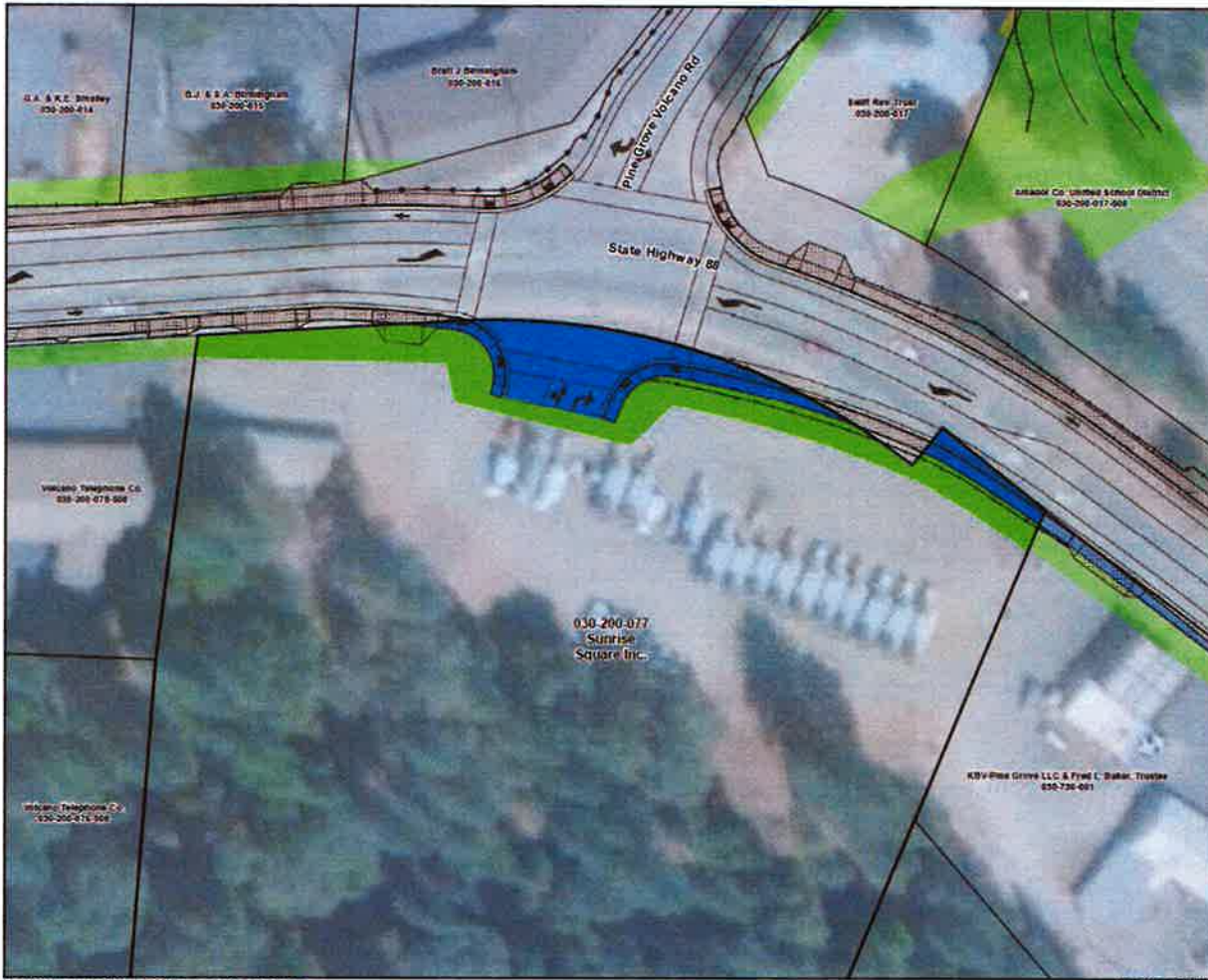
By _____
Chairman
Amador County Board of Supervisors

ATTEST:
CLERK OF THE BOARD OF
SUPERVISORS
AMADOR COUNTY

By _____
Jennifer Burns
Clerk of the Board of Supervisors

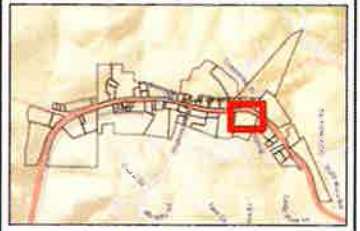
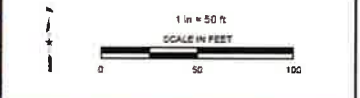
RECOMMENDED FOR APPROVAL:

By _____
Suzzan Hunt Arnold
Senior Right of Way Agent



PINE GROVE PARCEL IMPACTS
Owner:
Sunrise Square Inc.
APN:
030-200-077

- Map Features**
- Parcel of Interest
 - APN Boundary
 - Cut
 - Fill
 - Sidewalk/Driveway
- Parcel Impacts**
- Right of Way Acquisition: 5454 sq ft
 - Temporary Construction Easement: 7063 sq ft



Location: C:\Users\erick\Documents\PO\16\markth_16\pines_21104-18.mxd Map Date: 5/1/2015

EXHIBIT A

Assessor Parcel No.	Owner	Site Address	Project	Parcels
030-200-077	Sunrise Square Corporation	20022 State Route 88, Pine Grove CA 95665	State Route 88 / Pine Grove Improvement Project	17093-1,2,3

PURCHASE AGREEMENT

This Agreement for Purchase of Property is between **Amador County, a political subdivision of the State of California (COUNTY)**, and **SUNRISE SQUARE CORPORATION (GRANTOR)**.

In consideration of which, and the other considerations hereinafter set forth, it is mutually agreed as follows:

1. (A) The parties have herein set forth the whole of their agreement. The performance of this agreement constitutes the entire consideration for said document and shall relieve COUNTY of all further obligation or claims on this account, or on account of the location, grade or construction of the proposed public improvement project in the manner proposed.
- (B) COUNTY requires property in Fee and a Temporary Construction Easement for road improvement purposes, a public use for which COUNTY has the authority to exercise the power of eminent domain. GRANTOR is compelled to sell, and COUNTY is compelled to acquire the property. The Fee interest being acquired is depicted in blue on the attached Exhibit A and the Temporary Construction Easement being acquired is depicted in green on the attached Exhibit A.
- (C) Both GRANTOR and COUNTY recognize the expense, time, effort, and risk to both parties in determining the compensation for the property by eminent domain litigation. The compensation set forth herein for the property is in compromise and settlement, in lieu of such litigation.
2. COUNTY shall:
 - (A) Pay the undersigned Grantor the sum of \$46,100.00 (FORTY-SIX THOUSAND ONE HUNDRED DOLLARS AND 00/100) for the property interest conveyed as outlined above when title to said property vests in the name of COUNTY free and clear of all liens, encumbrances, assessments, easements and leases (recorded and/or unrecorded) and taxes, except:
 - (a) Taxes for the tax year in which this escrow closes shall be cleared and paid in the manner required by Section 5086 of the Revenue and Taxation Code, if unpaid at the close of escrow.
 - (b) Covenants, conditions, restrictions and reservations of record, or contained in the above-referenced document.
 - (c) Easements or rights of way over said land for public or quasi-public utility or public street purposes, if any.
 - (B) Pay all escrow and recording fees incurred in this transaction. The COUNTY will obtain title insurance and pay the premium charged therefor. Said escrow and recording charges shall not, however, include documentary transfer tax. This transaction will be handled through Placer Title Company, 11321 Prospect Drive, Suite 1, Jackson, CA 95642. Escrow Number P-290702.
 - (C) Have the authority to deduct and pay from the amount shown on Clause 2(A) above, any amount necessary to satisfy any bond demands and delinquent taxes due in any year except the year in which this escrow closes, together with penalties and interest thereon, and/or delinquent and unpaid nondelinquent assessments which have become a lien at the close of escrow.
 - (D) At no expense to GRANTOR and at the time of highway construction, construct road approaches paved to the right of way line. Upon completion of construction of said road approaches they will be considered as an encroachment under permit on the State highway and is to be maintained, repaired, and operated as such by GRANTOR, in accordance with and subject to the laws of the State of California and the rules and regulations of the Department of Transportation. Access to the property will be maintained throughout the construction period.

These obligations shall survive the close of escrow in this transaction.

3. Permission is hereby granted the COUNTY or its authorized agent to enter on GRANTOR's land, where necessary, to complete work as described above in Clause 2(D) of this contract. GRANTOR understands and agrees that after completion of the work as described in Clauses 2(D) of this contract it will be considered as GRANTOR's sole property and GRANTOR will be responsible for any maintenance and repair.
4. It is understood and agreed by and between the parties hereto that payment as provided in Clause 2(A) includes, but is not limited to, payment for any and all damages, which may accrue to GRANTOR'S remainder property by reason of its severance from the property conveyed herein and the construction and use of the proposed roadway project, including, but not limited to, any expense which GRANTOR may incur in restoring the utility of the remaining property.
5. The amount cited in Clause 2 (A) above includes payment for the Temporary Construction Easements needed for the purpose of providing access, a working area to install sidewalks, restore/relocate signs or mailboxes and any associated construction activities related to construction of the Project in the manner proposed. Permission is hereby granted to COUNTY and its authorized agents to enter upon GRANTOR's land on Assessor's Parcel Number 030-200-077 within those areas shown on the attached map (Exhibit "A") for undertaking and facilitating the work described herein and the construction of the County's Project. Said Temporary Construction Easements shall become effective upon COUNTY's deposit of funds into escrow in the amount of the purchase price and shall terminate upon completion of construction, or in any event no later than 60-Months from the effective date.
6. Permission is hereby granted the COUNTY or its authorized agent to enter upon GRANTOR's land where necessary within that certain area as shown outlined in color on the map marked Exhibit "A" attached hereto and made a part hereof and identified as a temporary construction easement, for the purpose of roadwork and a working area for the widening and construction of the State Route 88 Project, and construction of sidewalks.
7. It is agreed and confirmed by the parties hereto that notwithstanding other provisions in this contract, the right of possession and use of the subject property by COUNTY, including the right to remove and dispose of improvements, shall commence on acceptance of this contract by COUNTY and upon deposit of funds into escrow. The amount shown in Clause 2(A) herein includes, but is not limited to, full payment for such possession and use, including damages, if any, from said date.
8. Any monies payable under this contract up to and including the total amount of unpaid principal and interest on note(s) secured by mortgage(s) or deed(s) of trust, if any, and all other amounts due and payable in accordance with the terms and conditions of said trust deed(s) or mortgage(s), shall upon demand(s) be made payable to the mortgagee(s) or beneficiary(ies) entitled thereunder; said mortgagee(s) or beneficiary(ies) to furnish GRANTOR with good and sufficient receipt showing said monies credited against the indebtedness secured by said mortgage(s) or deed(s) of trust which pertains to only that portion of GRANTOR'S property acquired by COUNTY for their roadway improvement project.
9. In consideration of the State's waiving the defects and imperfections in all matters of record title, the undersigned grantors covenant and agree to indemnify and hold the COUNTY harmless from any and all claims that other parties may make or assert on the title to the premises, if and only if such claims were known to GRANTOR and unknown to COUNTY at the time of closing. The GRANTOR's obligation herein to indemnify the COUNTY shall not exceed the amount paid to the GRANTOR under this contract.
10. COUNTY agrees to indemnify and hold harmless the undersigned GRANTOR from any liability arising out of COUNTY's operations under this agreement. GRANTOR further agrees to assume responsibility for any damages proximately caused by reason of its operations under this agreement and the COUNTY will, at its option, either repair or pay for such damage to return property to like before construction condition.
11. GRANTOR warrants that there are no oral or written leases on all or any portion of the property exceeding a period of one month, and the GRANTOR agrees to hold the COUNTY harmless and reimburse the

No Obligation Other Than Those Set Forth Herein Will Be Recognized

COUNTY for any and all of its losses and expenses occasioned by reason of any lease of said property held by any tenant of GRANTOR for a period exceeding one month. GRANTOR acknowledges that a quitclaim deed will be required from any lessee that has a lease term exceeding one month. Said quitclaim deeds are to be provided to Title by GRANTOR, prior to the close of escrow.

12. It is agreed between the parties hereto that the COUNTY in acquiring title subject to unpaid assessments, as set forth herein, is not assuming responsibility for payment or subsequent cancellations of such assessments. The assessments remain the obligation of the GRANTOR and, as between the COUNTY and the GRANTOR no contractual obligation has been made requiring their payment. Payment for the property acquired under this transaction is made upon the basis that the GRANTOR retains their obligation to the levying body respecting said assessments. The property acquired under this transaction is to be free and clear of any bonds and/or assessments at the close of escrow.
13. The acquisition price of the property being acquired in this transaction reflects the fair market value of the property without the presence of contamination. If the property being acquired is found to be contaminated by the presence of Hazardous Waste which requires mitigation under Federal or state law, COUNTY may elect to recover its cleanup costs from those who caused or contributed to the contamination.
14. It is understood and agreed by and between the parties hereto that this Agreement inures to the benefit of, and is binding on, the parties, their respective heirs, personal representatives, successors, and or assignees.

SIGNATURE PAGE FOLLOWS

ALL AGREEMENTS FOR PURCHASE OF PROPERTY ARE CONTINGENT UPON THE APPROVAL OF THE COUNTY BOARD OF SUPERVISORS.

In Witness Whereof, the Parties vested have executed this agreement on 8th day of April 2020.

GRANTOR: SUNRISE SQUARE CORPORATION

By: Sharon J. Lundgren
Name: Sharon J. Lundgren
Its: President

By: _____
Name: _____
Its: _____

**GRANTEE:
AMADOR COUNTY**

APPROVED:

By _____
Chairman
Amador County Board of Supervisors

ATTEST:
CLERK OF THE BOARD OF
SUPERVISORS
AMADOR COUNTY

By _____
Jennifer Burns
Clerk of the Board of Supervisors

RECOMMENDED FOR APPROVAL:

By _____
Suzzan Hunt Arnold
Senior Right of Way Agent

Board of Supervisors Agenda Item Report

Submitting Department: Public Works

Meeting Date: May 12, 2020

SUBJECT

State Route 88 / Pine Grove Improvement Project;
Purchase Agreement with Pine Grove Community Services District
APN: 030-200-030

Recommendation:

1. Approve Purchase Agreement; and
2. Authorize Chairman to sign agreement, certificates of acceptance for each deed, and escrow instructions.

4/5 vote required:

No

Distribution Instructions:

Public Works

ATTACHMENTS

- [2020-05-12_Memo_SR88 RW Pine Grove Community Services District.pdf](#)
- [2020-05-12_Purchase Agreement_Pine Grove Community Services District.pdf](#)



AMADOR COUNTY COMMUNITY DEVELOPMENT AGENCY
TRANSPORTATION & PUBLIC WORKS

PHONE: (209) 223-6429

FAX: (209) 223-6395

WEBSITE: www.amadorgov.org

EMAIL: PublicWorks@amadorgov.org

COUNTY ADMINISTRATION CENTER • 810 COURT STREET • JACKSON, CA 95642-2132

MEMORANDUM

TO: Board of Supervisors

FROM: Mark Hopkins, Senior Project Manager *ms H P*

DATE: May 12, 2020

SUBJECT: State Route 88 / Pine Grove Improvement Project;
Purchase Agreement with Pine Grove Community Services District
APN: 030-200-030

CONTACT: Mark Hopkins (223-6248)

Overview

In general, the overall project intends to improve State Route 88 corridor through the town of Pine Grove. These planned improvements will include: construction of sidewalks, shoulder widening and bicycle lanes, installation of signals, intersection modifications, construction of additional turn lanes, and reconstructing various portions of the highway to make geometric improvements. The implementation of these corridor improvements will meet the long-term operational, congestion, and safety needs while advancing the broad community development goals of the region, County and Pine Grove.

The Board established "just compensation" for these acquisitions in closed session on November 12, 2019 and the Public Works' right-of-way agent secured Pine Grove Community Services District signature on the attached Purchase Agreement in March 2020. As described in the Purchase Agreement, the cost of \$18,900.00 includes the value of the permanent right of way deed (APN 030-200-030), temporary right of way deed (APN 030-200-030), and certain damages which will occur on the properties at the time of construction.

Requested Actions:

1. Approve Purchase Agreement; and
2. Authorize Chairman to sign agreement, certificates of acceptance for each deed, and escrow instructions.

Fiscal Impact

This work is funded with revenue from the Regional Transportation Improvement Program (RTIP). The Amador County Transportation Commission (ACTC) is the Project Sponsor. Funding is currently programmed by ACTC accordingly in the RTIP. Current funding is for Right-of-way Appraisal and Acquisition (R/W) component phase work only. Amador County (County) is receiving reimbursement for eligible project expenses by invoicing California Department of Transportation directly in arrears. The project is included in Fiscal Year 2019-20 Adopted Department Budget.

Attachments:

Two Original Purchase Agreements
Original Deeds with Certificate of Compliance
Escrow Instructions

Assessor Parcel No.	Owner	Site Address	Project	Parcels
030-200-030	Pine Grove Community Services District, a Public District, organized and operating under and by virtue of the laws of The State of California	14186 Irishtown Road Pine Grove CA 95665	State Route 88 / Pine Grove Improvement Project	17083-1,2

PURCHASE AGREEMENT

This Agreement for Purchase of Property is between **Amador County, a political subdivision of the State of California (COUNTY)**, and **Pine Grove Community Services District, a Public District, organized and operating under and by virtue of the laws of The State of California (GRANTOR)**.

In consideration of which, and the other considerations hereinafter set forth, it is mutually agreed as follows:

1. (A) The parties have herein set forth the whole of their agreement. The performance of this agreement constitutes the entire consideration for said document and shall relieve COUNTY of all further obligation or claims on this account, or on account of the location, grade or construction of the proposed public improvement project in the manner proposed.
- (B) COUNTY requires property in Fee and a Temporary Construction Easement for road improvement purposes, a public use for which COUNTY has the authority to exercise the power of eminent domain. GRANTOR is compelled to sell, and COUNTY is compelled to acquire the property.
- (C) Both GRANTOR and COUNTY recognize the expense, time, effort, and risk to both parties in determining the compensation for the property by eminent domain litigation. The compensation set forth herein for the property is in compromise and settlement, in lieu of such litigation.
2. COUNTY shall:
 - (A) Pay the undersigned Grantor the sum of \$18,900.00 (EIGHTEEN THOUSAND NINE HUNDRED DOLLARS AND 00/100) for the property interest conveyed by above documents when title to said property vests in the name of COUNTY free and clear of all liens, encumbrances, assessments, easements and leases (recorded and/or unrecorded) and taxes, except:
 - (a) Taxes for the tax year in which this escrow closes shall be cleared and paid in the manner required by Section 5086 of the Revenue and Taxation Code, if unpaid at the close of escrow.
 - (b) Covenants, conditions, restrictions and reservations of record, or contained in the above-referenced document.
 - (c) Easements or rights of way over said land for public or quasi-public utility or public street purposes, if any.
 - (B) Pay all escrow and recording fees incurred in this transaction, and if title insurance is desired by COUNTY, the premium charged, therefore. Said escrow and recording charges shall not, however, include documentary transfer tax. This transaction will be handled through Placer Title Company, 11321 Prospect Drive, Suite 1, Jackson, CA 95642. Escrow Number P-290686.
 - (C) Have the authority to deduct and pay from the amount shown on Clause 2(A) above, any amount necessary to satisfy any bond demands and delinquent taxes due in any year except the year in which this escrow closes, together with penalties and interest thereon, and/or delinquent and unpaid nondelinquent assessments which have become a lien at the close of escrow.
 - (D) At no expense to GRANTOR and at the time of highway construction, relocate or replace the existing fencing located within the Temporary Construction Easement Area behind the new sidewalk, to conform to standard specifications for this project along and immediately adjacent to the State highway right of way line, but on the undersigned grantor's remaining property. The existing historical

monument if impacted as a result of construction as proposed and will be relocated on the GRANTORs remaining property.

These obligations shall survive the close of escrow in this transaction.

3. Permission is hereby granted the COUNTY or its authorized agent to enter on GRANTOR's land, where necessary, to complete work as described above in Clause 2(D) of this contract. GRANTOR understands and agrees that after completion of the work as described in Clause 2(D) of this contract it will be considered as GRANTOR's sole property and GRANTOR will be responsible for any maintenance and repair.
4. It is understood and agreed by and between the parties hereto that payment as provided in Clause 2(A) includes, but is not limited to, payment for any and all damages, which may accrue to GRANTOR'S remainder property by reason of its severance from the property conveyed herein and the construction and use of the proposed roadway project, including, but not limited to, any expense which GRANTOR may incur in restoring the utility of the remaining property.
5. The amount cited in Clause 2(A) above includes payment for the Temporary Construction Easements needed for the purpose of providing access, a working area for construction of sidewalks, re-grading work, removal and replacement of the historical monument, and any associated construction activities related to construction of the Project in the manner proposed. Permission is hereby granted to COUNTY and its authorized agents to enter upon GRANTOR's land on Assessor's Parcel Number 030-200-030 within those areas shown on the attached map for undertaking and facilitating the work described herein and the construction of the County's Project. Said Temporary Construction Easement shall become effective upon COUNTY's deposit of funds into escrow in the amount of the purchase price and shall terminate upon completion of construction, or in any event no later than 72-Months from the effective date.
6. Permission is hereby granted the COUNTY or its authorized agent to enter upon GRANTOR's land where necessary within that certain area as shown outlined in color on the map marked Exhibit "A" attached hereto and made a part hereof and identified as a temporary construction easement, for the purpose of removal and replacement of the existing fencing and construction of sidewalks, and provide a working area for the widening and construction of the State Route 88 Project.
7. It is understood and agreed between the parties hereto that payment shown in Paragraph 2A above includes payment to GRANTOR for certain improvements located partly within and partly without the right of way area.

Said improvements consist of: 300 SF of grass and 9 SF of concrete

The COUNTY, or its agent, is hereby granted the right to enter upon the remaining property of the GRANTORs for the purpose of removing said improvements.
8. It is agreed and confirmed by the parties hereto that notwithstanding other provisions in this contract, the right of possession and use of the subject property by COUNTY, including the right to remove and dispose of improvements, shall commence on acceptance of this contract by COUNTY and upon deposit of funds into escrow. The amount shown in Clause 2(A) herein includes, but is not limited to, full payment for such possession and use, including damages, if any, from said date.
9. Any monies payable under this contract up to and including the total amount of unpaid principal and interest on note(s) secured by mortgage(s) or deed(s) of trust, if any, and all other amounts due and payable in accordance with the terms and conditions of said trust deed(s) or mortgage(s), shall upon demand(s) be made payable to the mortgagee(s) or beneficiary(ies) entitled thereunder; said mortgagee(s) or beneficiary(ies) to furnish GRANTOR with good and sufficient receipt showing said monies credited against the indebtedness secured by said mortgage(s) or deed(s) of trust which pertains to only that portion of GRANTOR'S property acquired by COUNTY for their roadway improvement project.

10. COUNTY agrees to indemnify and hold harmless the undersigned GRANTOR from any liability arising out of COUNTY's operations under this agreement. GRANTOR further agrees to assume responsibility for any damages proximately caused by reason of its operations under this agreement and the COUNTY will, at its option, either repair or pay for such damage to return property to like before construction condition.
11. GRANTOR warrants that there are no oral or written leases on all or any portion of the property exceeding a period of one month, and the GRANTOR agrees to hold the COUNTY harmless and reimburse the COUNTY for any and all of its losses and expenses occasioned by reason of any lease of said property held by any tenant of GRANTOR for a period exceeding one month. GRANTOR acknowledges that a quitclaim deed will be required from any lessee that has a lease term exceeding one month. Said quitclaim deeds are to be provided to Title by GRANTOR, prior to the close of escrow.
12. It is agreed between the parties hereto that the COUNTY in acquiring title subject to unpaid assessments, as set forth herein, is not assuming responsibility for payment or subsequent cancellations of such assessments. The assessments remain the obligation of the GRANTOR and, as between the COUNTY and the GRANTOR no contractual obligation has been made requiring their payment. Payment for the property acquired under this transaction is made upon the basis that the GRANTOR retains their obligation to the levying body respecting said assessments. The property acquired under this transaction is to be free and clear of any bonds and/or assessments at the close of escrow.
13. The acquisition price of the property being acquired in this transaction reflects the fair market value of the property without the presence of contamination. If the property being acquired is found to be contaminated by the presence of Hazardous Waste which requires mitigation under Federal or state law, COUNTY may elect to recover its cleanup costs from those who caused or contributed to the contamination.
14. It is understood and agreed by and between the parties hereto that this Agreement inures to the benefit of, and is binding on, the parties, their respective heirs, personal representatives, successors, and or assignees.

SIGNATURE PAGE FOLLOWS

ALL AGREEMENTS FOR PURCHASE OF PROPERTY ARE CONTINGENT UPON THE APPROVAL OF THE COUNTY BOARD OF SUPERVISORS.

In Witness Whereof, the Parties vested have executed this agreement on 11th day of MARCH 2020.

GRANTOR:

Pine Grove Community Services District, a Public District, organized and operating under and by virtue of the laws of The State of California

By _____	By _____
Name <u>RICHARD J SCHULTZ - PRESIDENT</u>	Name _____
Its _____	Its _____

GRANTEE:
AMADOR COUNTY

APPROVED:

By _____
Patrick Crew Chairman
Amador County Board of Supervisors

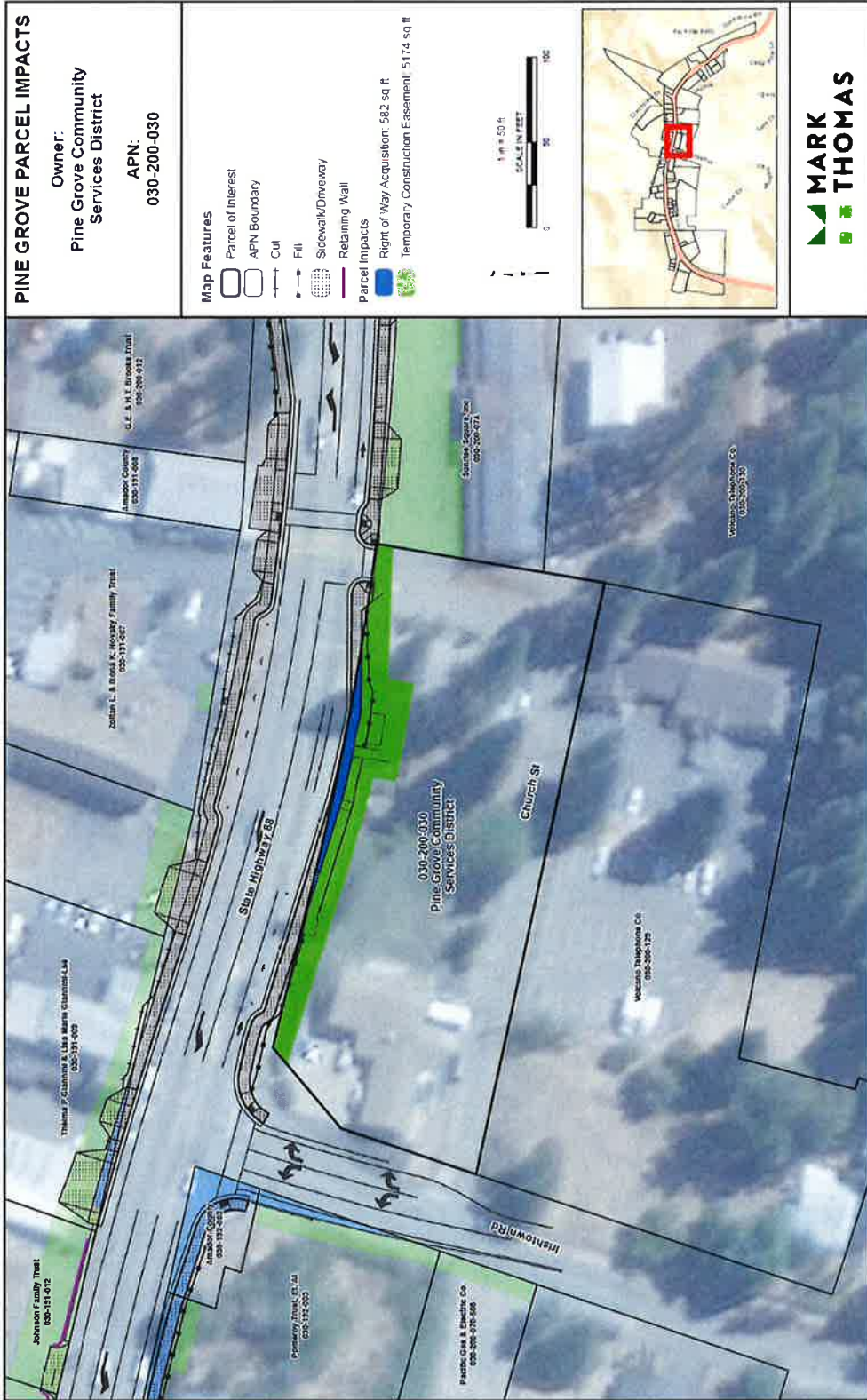
ATTEST:
CLERK OF THE BOARD OF
SUPERVISORS
AMADOR COUNTY

By _____
Jennifer Burns
Clerk of the Board of Supervisors

RECOMMENDED FOR APPROVAL:

Suzzan Hunt Arnold
Senior Right of Way Agent

EXHIBIT A



Board of Supervisors Agenda Item Report

Submitting Department: Public Works

Meeting Date: May 12, 2020

SUBJECT

Fiddletown Road Bridge Replacement Project BRLS 5926 (035);

Purchase Agreement with Brandi White

APNs: 014-240-068

Recommendation:

1. Approve Purchase Agreement; and
2. Authorize Chairman to sign agreement, certificates of acceptance for each deed, and escrow instructions.

4/5 vote required:

No

Distribution Instructions:

Public Works

ATTACHMENTS

- [2020-05-12_Memo_BRLS 5926 \(035\) Purchase Agreement.pdf](#)
- [2020-05-12_BRLS 5926 \(035\) Purchase Agreement.pdf](#)



AMADOR COUNTY COMMUNITY DEVELOPMENT AGENCY
TRANSPORTATION & PUBLIC WORKS

PHONE: (209) 223-6429

FAX: (209) 223-6395

WEBSITE: www.amadorgov.org

EMAIL: PublicWorks@amadorgov.org

COUNTY ADMINISTRATION CENTER • 810 COURT STREET • JACKSON, CA 95642-2132

MEMORANDUM

TO: Board of Supervisors

FROM: Mark Hopkins, Sr. Project Manager *msH* 

DATE: May 12, 2020

SUBJECT: Fiddletown Road Bridge Replacement Project BRLS 5926 (035);
Purchase Agreement with Brandi White
APNs: 014-240-068

CONTACT: Mark Hopkins (223-6248)

Overview

In order to construct the bridge replacement project along Fiddletown Road over Dry Creek, Amador County must purchase permanent and temporary right-of-way from Brandi White (APN 014-240-068) on the north side of Fiddletown Road.

The Board established "just compensation" for these acquisitions in closed session on August 12, 2018 and the Public Works' right-of-way agent secured Brandi White signatures on the attached Purchase Agreement in February/April 2020 and . As described in the Purchase Agreement, the cost of \$9750.00 includes the value of the permanent right of way deed (APN 014-240-068), temporary right of way deed (APN 014-240-068), and certain damages which will occur on the properties at the time of construction. The purchase price is higher, however, this was to avoid the Resolution of Necessity that went in front of the Board of Supervisors February 11, 2020. Had the Resolution of Necessity moved forward, the cost would have been greater than the purchase price.

Requested Actions:

1. Approve Purchase Agreement; and
2. Authorize Chairman to sign agreement, certificates of acceptance for each deed, and escrow instructions.

Fiscal Impact

This work will be funded 88.53% with revenue from the Federal Highway Bridge Program BRLS 5926 (035). The 11.47% local match will be funded by the County. This project's combination funding is included in Fiscal Year 2019-20 Department Budget.

Attachments:

Two Original Purchase Agreements
Original Deeds with Certificate of Compliance
Escrow Instructions

Assessor Parcel No.	Owner	Site Address	Project
014-240-068	Brandi White	14655 Fiddletown Road Fiddletown, CA 95629	Fiddletown Road Bridge @ Dry Creek

Fiddletown, California
Brandi White

PURCHASE AGREEMENT

This Agreement for Purchase of Property is between **Amador County, a political subdivision of the State of California (COUNTY), and Brandi White, a single woman (GRANTOR).**

In consideration of which, and the other considerations hereinafter set forth, it is mutually agreed as follows:

1. (A) The parties have herein set forth the whole of their agreement. The performance of this agreement constitutes the entire consideration for said document and shall relieve COUNTY of all further obligation or claims on this account, or on account of the location, grade or construction of the proposed public improvement project in the manner proposed.
- (B) COUNTY requires said property described in the Permanent Right of Way and Temporary Right of Way Deeds for road improvement purposes including bridge replacement/rehabilitation, a public use for which COUNTY has the authority to exercise the power of eminent domain. GRANTOR is compelled to sell, and COUNTY is compelled to acquire the property.
- (C) Both GRANTOR and COUNTY recognize the expense, time, effort, and risk to both parties in determining the compensation for the property by eminent domain litigation. The compensation set forth herein for the property is in compromise and settlement, in lieu of such litigation.
2. COUNTY shall:
 - (A) Pay the undersigned Grantor the sum of \$9,750.00 (NINE THOUSAND SEVEN HUNDRED FIFTY DOLLARS AND 00/100) for the property interest conveyed by above documents when title to said property vests in the name of COUNTY free and clear of all liens, encumbrances, assessments, easements and leases (recorded and/or unrecorded) and taxes, except:
 - (a) Taxes for the tax year in which this escrow closes shall be cleared and paid in the manner required by Section 5086 of the Revenue and Taxation Code, if unpaid at the close of escrow.
 - (b) Covenants, conditions, restrictions and reservations of record, or contained in the above-referenced document.
 - (c) Easements or rights of way over said land for public or quasi-public utility or public street purposes, if any.
 - (B) Pay all escrow and recording fees incurred in this transaction, and if title insurance is desired by COUNTY, the premium charged therefore. Said escrow and recording charges shall not, however, include documentary transfer tax. This transaction will be handled through Western Land Title Company, Escrow Number 40036-TO.
 - (C) Have the authority to deduct and pay from the amount shown on Clause 2(A) above, any amount necessary to satisfy any bond demands and delinquent taxes due in any year except the year in which this escrow closes, together with penalties and interest thereon, and/or delinquent and unpaid nondelinquent assessments which have become a lien at the close of escrow.

(D) At no expense to GRANTOR and at the time of construction, the County shall:

Conform existing driveway approach, replace/install appropriate driveway drainage;

The existing septic tank will be relocated approximately 75 feet northerly of the centerline of Fiddletown Road. The relocated septic tank will be reconnected to the existing service line prior to construction of the detour. The relocated septic tank will be constructed to allow parking directly on top of the septic tank;

Dismantle and salvage existing horse corrals, two horse structures including a 10 x 10 wood shade structure and reconstruct at the termination of the use of the Temporary Right of Way area;

Construct retaining wall from approximately E.S. 13+92± to 14+59± and backfill with soil similar to existing material at the existing corral elevation;

Replace stacked rock wall and fencing impacted by the construction with a concrete retaining wall and 6-foot-tall chain link fencing;

Provide temporary light and sound barrier along detour area during construction;

Disturbed areas from construction and detour will be revegetated with a one-time application of hydroseed composed of native species at the conclusion of the project.

This obligation shall survive the close of escrow in this transaction.

3. Permission is hereby granted to COUNTY or its authorized agent to enter on GRANTOR'S land, where necessary, to complete work as described above in Clause 2(D) of this contract. GRANTOR understands and agrees that after completion of the work as described in Clause 2(D) of this contract said facilities will be considered as GRANTOR'S sole property and GRANTOR will be responsible for any future maintenance and repair.
4. It is understood and agreed by and between the parties hereto that payment as provided in Clause 2(A) includes, but is not limited to, payment for any and all damages, which may accrue to GRANTOR'S remainder property by reason of its severance from the property conveyed herein and the construction and use of the proposed roadway project, including, but not limited to, any expense which GRANTOR may incur in restoring the utility of the remaining property.
5. The amount cited in Clause 2 (A) above includes payment for a Temporary Right of Way Deed needed for the purpose of construction activities related to construction of the Project in the manner proposed. Permission is hereby granted to COUNTY and its authorized agents to enter upon GRANTOR'S land on Assessor's Parcel Number 014-240-068 within those areas shown on the map attached to the Temporary Right of Way Deed for the purpose of undertaking and facilitating the work described herein and the construction of the COUNTY'S Project. Said Temporary Right of Way shall become effective October 1, 2020 and shall terminate upon completion of construction, or in any event no later than July 31, 2023.
6. It is agreed and confirmed by the parties hereto that notwithstanding other provisions in this contract, the right of possession and use of the subject property by COUNTY, including the right to remove and dispose of improvements, shall commence on acceptance of this contract by COUNTY and upon deposit of funds into escrow. The amount shown in Clause 2(A) herein includes, but is not limited to, full payment for such possession and use, including damages, if any, from said date.


7. Any monies payable under this contract up to and including the total amount of unpaid principal and interest on note(s) secured by mortgage(s) or deed(s) of trust, if any, and all other amounts due and payable in accordance with the terms and conditions of said trust deed(s) or mortgage(s), shall upon demand(s) be made payable to the mortgagee(s) or beneficiary(ies) entitled thereunder; said mortgagee(s) or beneficiary(ies) to furnish grantor with good and sufficient receipt showing said monies credited against the indebtedness secured by said mortgage(s) or deed(s) of trust which pertains to only that portion of GRANTOR'S property acquired by COUNTY for their roadway improvement project.
8. COUNTY agrees to indemnify and hold harmless the undersigned GRANTOR from any liability arising out of COUNTY'S operations under this agreement. GRANTOR further agrees to assume responsibility for any damages proximately caused by reason of its operations under this agreement and the COUNTY will, at its option, either repair or pay for such damage to return property to like before construction condition.
9. The acquisition price of the property being acquired in this transaction reflects the fair market value of the property without the presence of contamination. If the property being acquired is found to be contaminated by the presence of Hazardous Waste which requires mitigation under Federal or state law, COUNTY may elect to recover its cleanup costs from those who caused or contributed to the contamination.
10. It is understood and agreed by and between the parties hereto that this Agreement inures to the benefit of, and is binding on, the parties, their respective heirs, personal representatives, successors, and or assignees.

SIGNATURE PAGE FOLLOWS

ALL AGREEMENTS FOR PURCHASE OF PROPERTY ARE CONTINGENT UPON THE APPROVAL OF THE COUNTY BOARD OF SUPERVISORS.

In Witness Whereof, the Parties vested have executed this agreement on ____ day of _____ 2020.

GRANTOR:



Brandi White

GRANTEE: .
AMADOR COUNTY

APPROVED:

Patrick Crew, Chairman
Amador County Board of Supervisors

ATTEST:

CLERK OF THE BOARD OF SUPERVISORS
AMADOR COUNTY

Jennifer Burns
Clerk of the Board of Supervisors

RECOMMENDED FOR APPROVAL:



Jeff Aldal
Senior Right Way Agent

Recording Requested By:
Amador County
Department of Transportation and Public Works

WHEN RECORDED RETURN TO:
Bender Rosenthal, Inc.
Attention: Rebekah Green
2825 Watt Avenue, Suite 200
Sacramento, CA 95821

No recording fee required; this document is exempt from fee pursuant to Sections 6103 and 27383 of the California Government Code. This deed is exempt from tax pursuant to Section 11922 of the California Revenue and Taxation Code.

APN: 014-240-068
Amador County Fiddletown Road Bridge Project

PERMANENT RIGHT OF WAY DEED

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, BRANDI WHITE, A SINGLE WOMAN (GRANTOR) hereby GRANTS to AMADOR COUNTY, A POLITICAL SUBDIVISION OF THE STATE OF CALIFORNIA (COUNTY) a Permanent Right-of-Way in, over, across, and upon that certain property located in an unincorporated area of the County of Amador, State of California, described in Exhibit "A" and shown on Exhibit "B" attached hereto and made a part hereof.

Dated this _____ day of _____, 2019

Grantor:

By: _____
Brandi White

EXHIBIT A

LEGAL DESCRIPTION
Permanent Right-of-Way over White
APN 014-240-068

A permanent right-of-way lying within the Townsite of Fiddletown, County of Amador, State of California, and being on, over and across a portion of "LOT 7 FEDERAL NATIONAL MORTGAGE", as shown and so designated upon that certain official map entitled "RECORD OF SURVEY LINES OF OCCUPATION for SCOTT ESPEN", and filed for record in the office of the Recorder of Amador County in Book 62 of Maps and Plats at Page 98; and said permanent right-of-way being more particularly described as follows:

Beginning at the Southwest corner of the hereinabove referred to Lot 7, thence, from said point of beginning, along the South line of Lot 7, South 65° 37' 41" East 62.52 feet; thence, leaving said South line, North 24° 22' 19" East 11.98 feet; thence North 65° 37' 41" West 11.22 feet; thence South 24° 22' 19" West 8.97 feet; thence North 64° 29' 50" West 51.24 feet to the West line of the hereinabove referred to Lot 7; thence, along said West line, South 25° 30' 10" West 4.02 feet to the point of beginning, and containing 315 square feet of land, more or less.

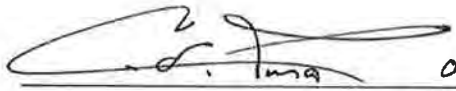

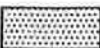

Ciro L. Toma PLS 3570 License expires 06/30/18



EXHIBIT B

LEGEND

- DENOTES CALCULATED POINT
- ⊙ DENOTES 3/4" REBAR TAGGED RCE 25873 PER 62-M-98
- () DENOTES RECORD DATA PER 62-M-98
- RW DENOTES RIGHT-OF-WAY OR DISTANCE TO RIGHT-OF-WAY

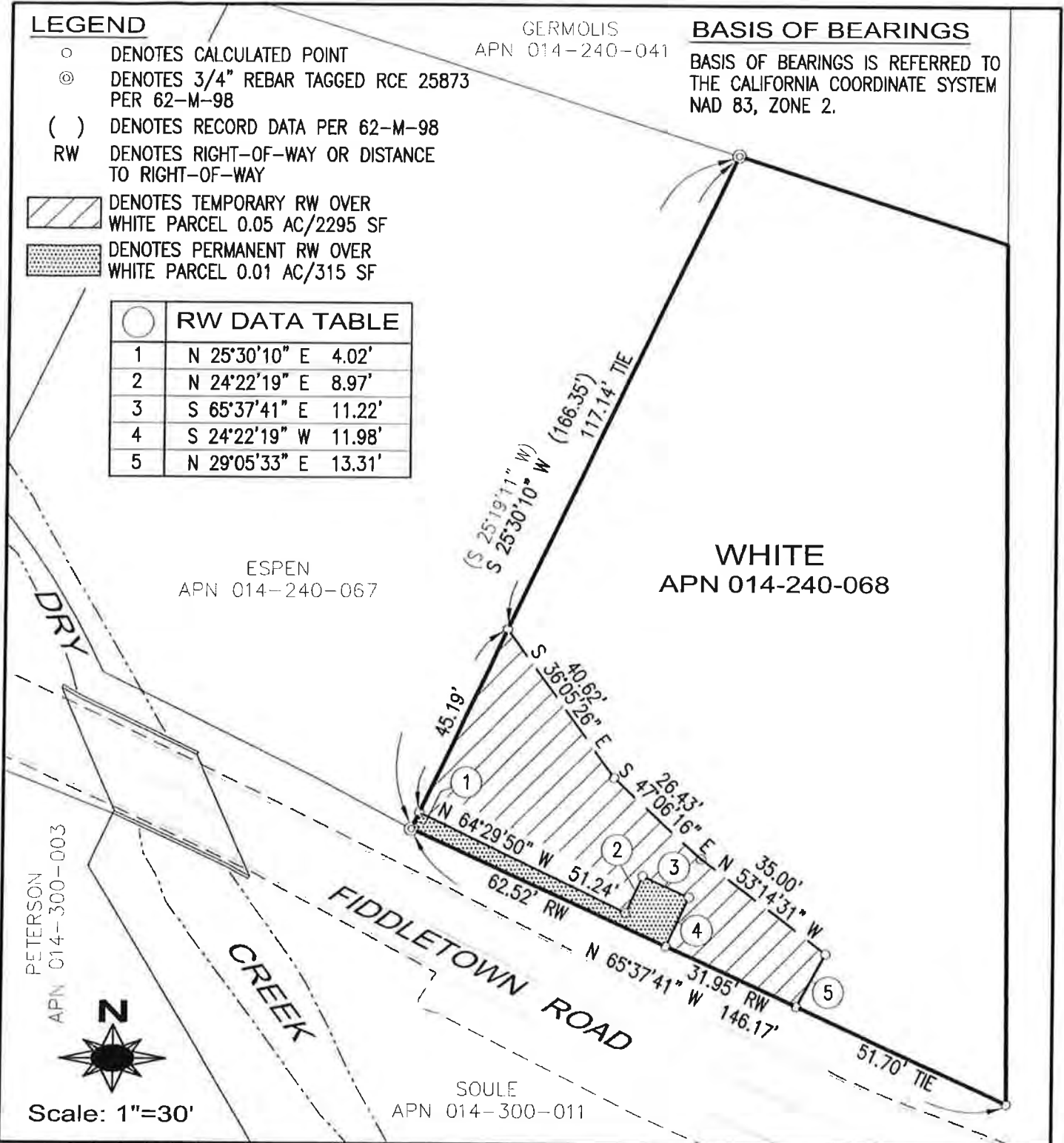
-  DENOTES TEMPORARY RW OVER WHITE PARCEL 0.05 AC/2295 SF
-  DENOTES PERMANENT RW OVER WHITE PARCEL 0.01 AC/315 SF

○	RW DATA TABLE
1	N 25°30'10" E 4.02'
2	N 24°22'19" E 8.97'
3	S 65°37'41" E 11.22'
4	S 24°22'19" W 11.98'
5	N 29°05'33" E 13.31'

GERMOLIS
APN 014-240-041

BASIS OF BEARINGS

BASIS OF BEARINGS IS REFERRED TO THE CALIFORNIA COORDINATE SYSTEM NAD 83, ZONE 2.



DATE: 4.25.2017
SCALE: 1" = 30'
DRAWN BY: GMM
JOB NO.: 1302-06
SHEET 1 OF 1 SHEET

EXHIBIT MAP
WHITE
PERMANENT AND TEMPORARY
RIGHT-OF-WAYS
AMADOR COUNTY, CALIFORNIA

TOMA & ASSOCIATES INC.
ENGINEERING - SURVEYING
PLANNING
41 Summit Street, Jackson CA 95642
(209) 223-0156

CERTIFICATE OF ACCEPTANCE

Government Code Section 27281

THIS IS TO CERTIFY THAT the interest in real property conveyed by the Permanent Right of Way Deed dated _____, from BRANDI WHITE, A SINGLE WOMAN, (GRANTOR) to AMADOR COUNTY, A POLITICAL SUBDIVISION OF THE STATE OF CALIFORNIA (COUNTY), is hereby accepted by order of the Amador County Board of Supervisors on _____, 2020 and the grantee consents to recordation thereof by its duly authorized officer.

Dated _____, 2020

Patrick Crew, Chairman
Amador County Board of Supervisors

ATTEST

Jennifer Burns
Clerk of the Board of Supervisors

EXHIBIT B

Recording Requested by:
Amador County Department of Public Works

When Recorded Mail Document to:

Bender Rosenthal, Inc.
Attention: Rebekah Green
2825 Watt Avenue, Suite 200
Sacramento, CA 95821

APN: 014-240-068

TEMPORARY RIGHT OF WAY DEED

For valuable consideration receipt of which is hereby acknowledged, BRANDI WHITE, A SINGLE WOMAN, (GRANTOR), hereby Grants to AMADOR COUNTY, A POLITICAL SUBDIVISION OF THE STATE OF CALIFORNIA (GRANTEE), a Temporary Right of Way over, under, upon and across all that real property, situated within the unincorporated area of the County of Amador, State of California, as described in Exhibit "A" and shown on Exhibit "B" attached hereto and made a part hereof.

This Temporary Right of Way shall be for the purpose of construction activities related to the Dry Creek Bridge Project including, but not limited to use for ingress and egress, road construction areas, parking of vehicles and all other activities whatsoever in nature incidental to the construction of the specified project. This Temporary Right of Way and its related purposes shall not in any way unreasonably impair GRANTOR'S use, access and ingress/egress of GRANTOR'S property situated within the remainder property currently owned by GRANTOR.

A Temporary Right of Way is needed for the purpose of construction activities related to construction of the Project. Permission is hereby granted to Amador County and its authorized agents to enter upon Grantor's land on Assessor's Parcel Number 014-240-068 within those areas shown on the map attached hereto as "Exhibit B" – Temporary Right of Way for the purpose of undertaking and facilitating the work described herein and the construction of the County's Project Number 301691. Said Temporary Right of Way shall become effective upon County's deposit of funds into escrow in the amount of the purchase price and shall terminate upon completion of construction, or in any event no later than 22-months from effective date.

IN WITNESS WHEREOF, Grantor, executed this Temporary Right of Way Deed as of _____, 2019.

GRANTOR:

Brandi White

EXHIBIT A

LEGAL DESCRIPTION
Temporary Right-of-Way over White
APN 014-240-068

A temporary right-of-way lying within the Townsite of Fiddletown, County of Amador, State of California, and being on, over and across a portion of "LOT 7 FEDERAL NATIONAL MORTGAGE", as shown and so designated upon that certain official map entitled "RECORD OF SURVEY LINES OF OCCUPATION for SCOTT ESPEN", and filed for record in the office of the Recorder of Amador County in Book 62 of Maps and Plats at Page 98; and said temporary right-of-way being more particularly described as follows:

Beginning at a point on the West line of the hereinabove referred to Lot 7, from which point the Southwest corner of said Lot 7, bears South 25° 30' 10" West 4.02 feet distant; thence, from said point of beginning, along said West line of Lot 7, North 25° 30' 10" East 45.19 feet; thence, leaving said West line, South 36° 05' 26" East 40.62 feet; thence South 47° 06' 16" East 26.43 feet; thence South 53° 14' 31" East 35.00 feet; thence South 29° 05' 33" West 13.31 feet to a point on the South line of the hereinabove referred to Lot 7; thence, along said South line, North 65° 37' 41" West 31.95 feet; thence, leaving said South line, North 24° 22' 19" East 11.98 feet; thence North 65° 37' 41" West 11.22 feet; thence South 24° 22' 19" West 8.97 feet; thence North 64° 29' 50" West 51.24 feet to point of beginning, and containing 0.05 acre of land, more or less.



 05/09/17
Ciro L. Toma, PLS 3570 License expires 06/30/18



EXHIBIT B

LEGEND

- DENOTES CALCULATED POINT
- ⊙ DENOTES 3/4" REBAR TAGGED RCE 25873 PER 62-M-98
- () DENOTES RECORD DATA PER 62-M-98
- RW DENOTES RIGHT-OF-WAY OR DISTANCE TO RIGHT-OF-WAY

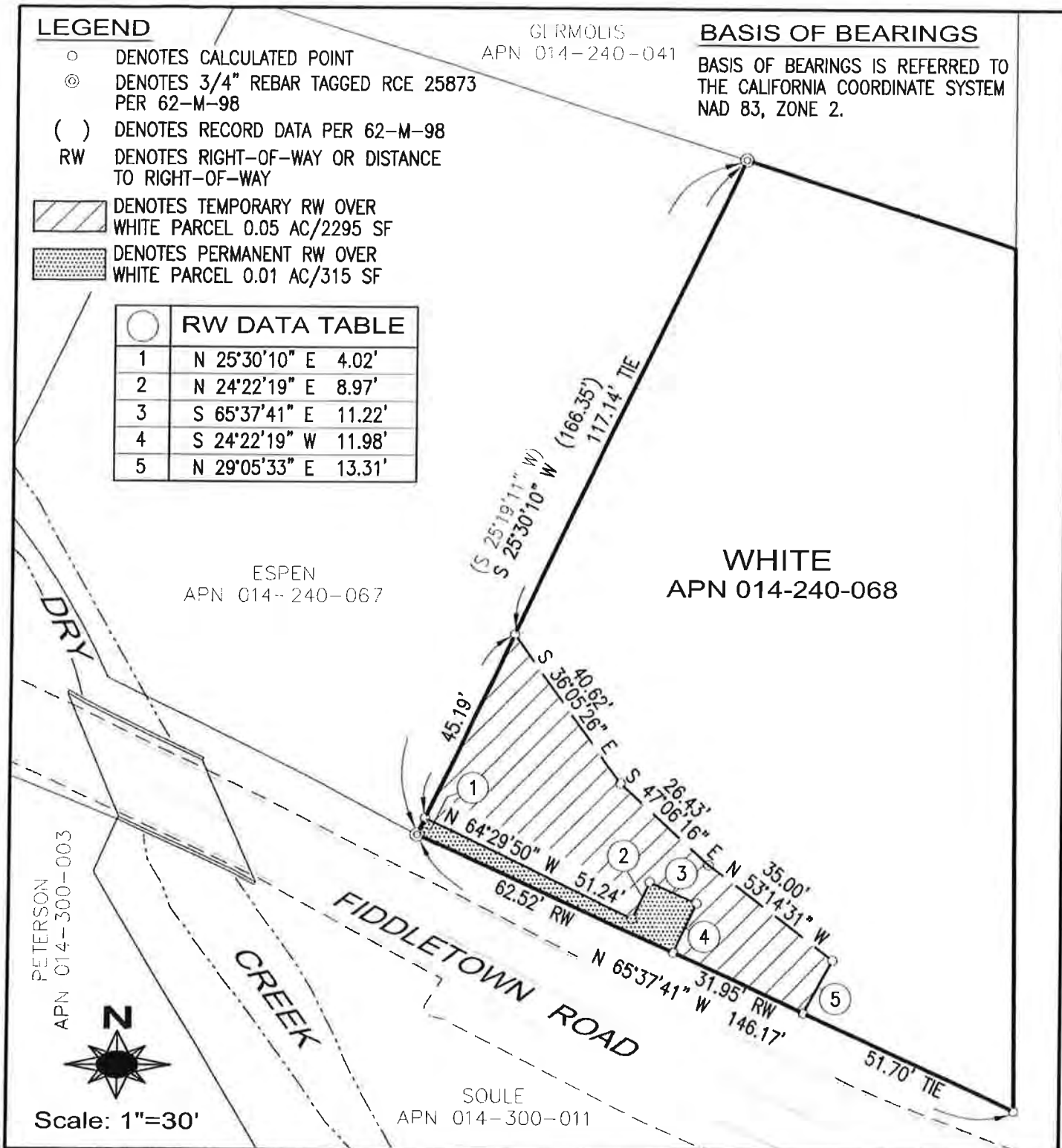
-  DENOTES TEMPORARY RW OVER WHITE PARCEL 0.05 AC/2295 SF
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	RW DATA TABLE	
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5	N 29°05'33" E	13.31'

GIRMOLIS
APN 014-240-041

BASIS OF BEARINGS

BASIS OF BEARINGS IS REFERRED TO THE CALIFORNIA COORDINATE SYSTEM NAD 83, ZONE 2.



ESPEN
APN 014-240-067

WHITE
APN 014-240-068

PETERSON
APN 014-300-003



Scale: 1"=30'

SOULE
APN 014-300-011

DATE: 4.25.2017
SCALE: 1" = 30'
DRAWN BY: GMM
JOB NO.: 1302-06
SHEET 1
OF 1 SHEET

EXHIBIT MAP
WHITE
PERMANENT AND TEMPORARY
RIGHT-OF-WAYS
AMADOR COUNTY, CALIFORNIA

TOMA & ASSOCIATES INC.
ENGINEERING - SURVEYING
PLANNING
41 Summit Street, Jackson CA 95642
(209) 223-0156

CERTIFICATE OF ACCEPTANCE

Government Code Section 27281

THIS IS TO CERTIFY THAT the interest in real property conveyed by the Temporary Right of Way Deed dated _____, from BRANDI WHITE, A SINGLE WOMAN, (GRANTOR) to AMADOR COUNTY, A POLITICAL SUBDIVISION OF THE STATE OF CALIFORNIA (COUNTY), is hereby accepted by order of the Amador County Board of Supervisors on _____, 2020 and the grantee consents to recordation thereof by its duly authorized officer.

Dated _____, 2020

Patrick Crew, Chairman
Amador County Board of Supervisors

ATTEST

Jennifer Burns
Clerk of the Board of Supervisors

Board of Supervisors Agenda Item Report

Submitting Department: Public Works

Meeting Date: May 12, 2020

SUBJECT

19-12 - 2018 / 2019 County Dig-Outs Project Buena Vista Road and Stony Creek Road
Resolution of Acceptance
Final Agreement and Release of Claims
Tom Mayo Construction, Inc.

Recommendation:

1. Adopt resolution accepting the 2018 / 2019 County Dig-Outs Project Buena Vista Road and Stony Creek Road Project as complete;
2. Proposed Final Estimate and authorize Chairman to sign Contract Change Order No. 1;
3. Authorize Chairman to sign Agreement and Release of Claims.

4/5 vote required:

No

Distribution Instructions:

Public Works

ATTACHMENTS

- [2020-05-12_Memo 19-12 Tom Mayo_Agreement and Release of Claims.pdf](#)
- [19-12_Resolution of Acceptance.pdf](#)
- [19-12_Proposed Final Estimate.pdf](#)
- [19-12_Agreement and Release of Claims.pdf](#)



AMADOR COUNTY COMMUNITY DEVELOPMENT AGENCY
TRANSPORTATION & PUBLIC WORKS

PHONE: (209) 223-6429

FAX: (209) 223-6395


WEBSITE: www.amadorgov.org

EMAIL: PublicWorks@amadorgov.org

COUNTY ADMINISTRATION CENTER • 810 COURT STREET • JACKSON, CA 95642-2132

MEMORANDUM

TO: Board of Supervisors

FROM: Mark Hopkins, Senior Project Manager *M-H* 

DATE: May 12, 2020

SUBJECT: 19-12 – 2018/2019 County Dig-Outs Project Buena Vista Road and Stony Creek Road
Resolution of Acceptance
Final Agreement and Release of Claims
Tom Mayo Construction, Inc.

CONTACT: Mark Hopkins, (223-6248)

Overview

On August 15, 2019, Tom Mayo Construction, Inc. (Contractor) was granted substantial completion for the work, commencing the one-year guarantee period.

The attached resolution has been prepared to formally accept the work done by Contractor for the project.

The Department has received the Agreement and Release of Claims, with Contractor signature. The Agreement and Release of Claims is being presented at this time to formally close the construction contract and release the final payment to Contractor.

Requested Actions

1. Adopt resolution accepting the 2018/2019 County Dig-Outs Project Buena Vista Road and Stony Creek Road Project as complete;
2. Proposed Final Estimate and authorize Chairman to sign Contract Change Order No. 1;
3. Authorize Chairman to sign Agreement and Release of Claims.

Fiscal Impact

The original Contract Amount was \$249,814.00. The final Contract Amount is \$254,783.50. In the 2018/2019 Structural budget, the Department of Transportation and Public Works has funding to cover this overage. A final payment of \$17,460.20 will be made to Contractor upon approval, which represents release of retention.

Attachments: Resolution of Acceptance
Proposed Final Estimate
Agreement and Release of Claims

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

IN THE MATTER OF:

RESOLUTION ACCEPTING THE 2018/2019) RESOLUTION NO. 20-XXX
COUNTY ROAD DIG-OUT PROJECT BUENA)
VISTA ROAD & STONY CREEK ROAD)
AS COMPLETE)

WHEREAS, the contractor has completed construction of road paving, striping, and reflective marker in Amador County, California; and

BE IT RESOLVED by the Board of Supervisors of the County of Amador, State of California that said Board does hereby accept the work by Tom Mayo Construction, Inc. for the 2018/2019 County Road Dig-out Project Buena Vista Road and Stony Creek Road as complete.

BE IT FURTHER RESOLVED by said Board that the Department of Transportation and Public Works Director has found that no liens or Stop Notices are filed and gives the Director authorization to release retention and final payment.

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 12th day of May 2020, by the following vote:

AYES: Jeff Brown, Richard M. Forster, Frank Axe, Patrick Crew, and Brian Oneto

NOES: None

Chairman, Board of Supervisors

ATTEST:

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

Deputy

Attachment to transmittal letter
Dated April 7, 2020

Contract 19-12; County Project 454519002
2018/2019 County Road Dig-Outs Project
Buena Vista Road & Stony Creek Road

PROPOSED

FINAL ESTIMATE

CONTRACT ITEM WORK (As detailed in Attachment 1)	\$249,814.00
ADJUSTMENTS OF COMPENSATION (As detailed on Attachment 2)	(\$4,969.50)
EXTRA WORK (As detailed on Attachment 3)	\$0.00
DEDUCTIONS (As detailed on Attachment 4)	\$0.00
TOTAL AMOUNT EARNED	\$254,783.50

Attachments: Contract Item Work Detail

Attachment to transmittal letter
Dated April 7, 2020

Contract 19-12; County Project 454519002
2018/2019 County Road Dig-Outs Project
Buena Vista Road & Stony Creek Road

ATTACHMENT 1
Contract Item Work

(See Attached)

2018/2019 County Road Dig-Outs Project Buena Vista Road & Stony Creek Road

Bid No. 19-12

County Project No. 454519002

PAYMENT SUMMARY

PERIOD ENDING

FINAL

Contractor: Tom Mayo Construction, Inc.

ITEM NO	DESCRIPTION	UNIT MEASURE	BID QUANTITY	QUANTITY TO DATE (1)	DELTA PERCENT	UNIT PRICE (2)	OVER/(UNDER) PAYMENT	TOTAL COST TO DATE (1)X(2)X
1	Construction Surveying and Staking	LS	1.00	1.00	0.0%	\$8,000.00	\$0.00	\$8,000.00
2	Progress Schedules (Critical Path Method)	LS	1.00	1.00	0.0%	\$2,000.00	\$0.00	\$2,000.00
3	Construction Area Signs	LS	1.00	1.00	0.0%	\$5,000.00	\$0.00	\$5,000.00
4	Traffic Control System	LS	1.00	1.00	0.0%	\$26,000.00	\$0.00	\$26,000.00
5	Roadway Excavation	CY	600.00	600.00	0.0%	\$50.00	\$0.00	\$30,000.00
6	Hot Mix Asphalt (Type A)	TON	1200.00	1204.75	0.4%	\$130.00	\$617.50	\$156,617.50
7	Paint Traffic Stripe (2-Coats)	LF	5814.00	10166.00	74.9%	\$1.00	\$4,352.00	\$90,166.00
8	Mobilization	EA	1.00	1.00	0.0%	\$17,000.00	\$0.00	\$17,000.00
ITEM SUBTOTAL								\$254,783.50

CCO's	AUTHORIZED EXTRA WORK	METHOD/UNIT	QUANTITY	% THIS PERIOD	% TO DATE	UNIT PRICE		
1								
2								
3								
CCO SUBTOTAL								

	DEDUCTIONS	METHOD/UNIT	QUANTITY	% THIS PERIOD	% TO DATE	UNIT PRICE		
1								
2								
DEDUCTION SUBTOTAL								

Total Over/(Under) Payment **\$4,969.50**

TOTAL CONTRACT ITEM COSTS TO DATE	\$ 254,783.50
AUTHORIZED EXTRA WORK	
DEDUCTIONS	
TOTAL	\$ 254,783.50
AMOUNT PREVIOUSLY PAID	\$ 257,323.30
REMAINING BALANCE	\$ 27,460.20

Attachment to transmittal letter
Dated April 7, 2020

Contract 19-03; County Project 454519002
2018/2019 County Road Dig-Outs Project
Buena Vista Road & Stony Creek Road

ATTACHMENT 2
Adjustments of Compensation

Material Over/Under

CCO No.	Authorized Adjustments of Compensation	Type of Work	Amount
001	Increase in Quantity (Hot Mix Asphalt/Paint Traffic Stripe)		\$4,959.50
		Total to Date	\$4,959.50

Contract Change Order No. 1

To: Tom Mayo Construction, Inc.

Contractor was hereby directed to make the herein described changes from the plans and specifications or do the following described work not included in the plans and specifications on this contract.

Description of work done, quantities and prices to be paid. Unless otherwise stated, rates for rental of equipment cover only such time as equipment is actually used and no allowances will be made for idle time. Change requested by Resident Engineer.			
1	Construction Surveying and Stacking		\$ -
2	Progress Schedule (Critical Path Method)		\$ -
3	Construction Area Signs		\$ -
4	Traffic Control System		\$ -
5	Roadway Excavation		\$ -
6	Fl 06 Hot Mix Asphalt (Type A)	INCREASE:	\$ 617.50
7	Fl 07 Paint Traffic Stripe (2-Coat)	INCREASE:	\$ 4,352.00
8	Mobilization		\$ -
Total Cost:		INCREASE:	\$ 4,969.50

Original Contract: \$249,814.00 Change Order Totals: \$ 4,969.50 New Contract Cost: Total \$ 254,783.50

By reason of the order the time of completion will be adjusted as follows: **Add No (0) Working Days**

Submitted by:	<u>Mark Hopkins</u>	Resident Engineer	Date:	<u>12/05/2019</u>
Approval Recommended:	<u>Mark Hopkins</u>	Project Manager	Date:	<u>12/05/2019</u>
Approved by:	<u>Mark Hopkins</u>	Director, Transportation	Date:	<u>03/10/2020</u>

We, the undersigned Contractor, have given careful consideration to the change proposed and all of its impacts, both direct and indirect, and hereby agree, if this proposal is approved, that we will provide all equipment, furnish all materials, except as may otherwise be noted above, and perform all services necessary for the work above specified, and will accept as full payment therefore the prices and time extensions shown above.

Acceptance Date: 4/7/20 Contractor: Tom Mayo Construction, Inc.
 By: [Signature] Title: vice President

If the Contractor does not sign acceptance of this order, his attention is directed to the requirements of the specifications as to proceeding with the ordered work and filing a written protest within the time therein specified.

 Chair, Board of Supervisors

Justification:

- Item 6 **REQUEST:**
Hot Mix Asphalt (Type A)
CHANGE FOR:
Increase Quantity for Hot Mix Asphalt (Type A)

FI 06 **Increase: \$617.50**

Justification: Dig out widths, lengths, and depths increased, as necessary, to capture the greats pavement failure areas for repair.

- Item 7 **REQUEST:**
Paint Traffic Stripe (2-Coats)
CHANGE FOR:
Increase Quantity for Paint Traffic Stripe (2-Coats)

FI 07 **Increase: \$4,352.00**

Justification: With the increased widths and lengths for the dig-outs, increased the linear foot of striping.

Attachment to transmittal letter
Dated April 7, 2020

Contract 19-12; County Project 454519002
2018/2019 County Road Dig-Outs Project
Buena Vista Road & Stony Creek Road

ATTACHMENT 3
Extra Work

CCO No.	Authorized Extra Work	Type of Work	Amount
001			
001			
001			
001			
001			
001			
001			
Total to Date			

Attachment to transmittal letter
Dated April 7, 2020

Contract 19-12; County Project 454519002
2018/2019 County Road Dig-Outs Project
Buena Vista Road & Stony Creek Road

ATTACHMENT 4
Deductions

Deduction Description	Amount	Est No.	This Estimate	Total Estimate
Administrative				\$0.00
Liquidated Damages				\$0.00
Total Deductions				\$0.00

Attachment to transmittal letter
Dated April 7, 2020

Contract 19-12; County Project 454519002
2018/2019 County Road Dig-Outs Project
Buena Vista Road & Stony Creek Road

Acceptance Statement

I have examined the quantities of bid items and amounts indicated as payment for extra work and the deductions on the proposed final estimate dated April 7, 2020. I agree to accept the total of \$ 254,783.50 as indicated, as the total amount earned for all work performed on the above contract, except as may be indicated below

Tom Mayo Construction, Inc
Contractor

Exceptions (Check one)

Mark McNamee
By MARK McNamee

None

Vice President
Title

As indicated per attached letter
Dated _____

4/7/20
Date

ATTACHMENT A

AGREEMENT AND RELEASE OF CLAIMS

This Agreement and Release of Claims (“Agreement and Release”), made and entered into this 31th day of March, 2020, by and between the County of Amador (“County”), and Tom Mayo Construction, Inc. (“Contractor”), whose place of business is 4735 Fremont Street, Stockton, CA, 95215.

RECITALS

A. On August 13, 2019, 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 furnishing of all labor, materials, and equipment for the construction of hot mix asphalt paving, traffic handling, pavement delineation, and any additive work as specified, 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	\$ <u>249,814.00</u>
Modified Contract Sum	\$ <u>254,783.50</u>
Payment to Date	\$ <u>237,323.30</u>
Damages	\$ _____
Payment Due Contractor	\$ <u>17,460.20</u>

2. Subject to the provisions of this Agreement and Release, County shall forthwith pay to Contractor the sum of Seventeen Thousand Four Hundred Sixty Dollars and Twenty Cents (\$17,460.20) 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,

actions or causes of action of whatever kind or nature arising out of or in any way concerned with the work under the Contract, except for the Disputed Claims.

6. Guarantees and warranties for the Work, and any other continuing obligation of Contractor, shall remain in full force and effect as specified in the Contract Documents.

7. Contractor shall immediately defend, indemnify and hold harmless County, all its respective agents, employees, inspectors, assignees and transferees from any and all claims, demands, actions, causes of action, obligations, costs, expenses, damages, losses and liabilities that may be asserted against them by any of Contractor's suppliers and/or Subcontractors of any tier and/or any suppliers to them for any and all labor, materials, supplies and equipment used, or contemplated to be used in the performance of the Contract, except for the Disputed Claims.

8. Contractor hereby waives the provisions of California Civil Code Section 1542, which provides as follows:

A general release does not extend to claims which the creditor does not know or suspect to exist in his or her favor at the time of executing the release, which if known by him or her must have materially affected his settlement with the debtor.

9. The provisions of this Agreement and Release are contractual in nature and not mere recitals and shall be considered independent and severable, and if any such provision or any part thereof shall be at any time held invalid in whole or in part under any federal, state, county, municipal or other law, ruling or regulations, then such provision, or part thereof shall remain in force and effect only to the extent permitted by law, and the remaining provisions of this Agreement and Release shall also remain in full force and effect, and shall be enforceable.

10. All rights of County shall survive completion of the Work or termination of Contract, and execution of this Release.

***** CAUTION: THIS IS A RELEASE - READ BEFORE EXECUTING *****

COUNTY OF AMADOR:

CONTRACTOR:

By: _____
Chairman, Board of Supervisors

By: Tom Mayo Construction, Inc.
 Principal

Name (please print): Mark McHenry

Title: Vice President

Board of Supervisors Agenda Item Report

Submitting Department: Public Works

Meeting Date: May 12, 2020

SUBJECT

19-14 - Curran Road Hot Mix Asphalt Overlay Project (PM 0.00 to 1.00)

Resolution of Acceptance

Final Agreement and Release of Claims

George Reed, Inc.

Recommendation:

1. Adopt resolution accepting the Curran Road Hot Mix Asphalt Overlay Project (PM 0.00 to 1.00) as complete;
2. Proposed Final Estimate and authorize Chairman to sign Contract Change Order No. 1;
3. Authorize Chairman to sign Agreement and Release of Claims.

4/5 vote required:

No

Distribution Instructions:

Public Works

ATTACHMENTS

- [2020-05-12_19-14 Memo_Curran Road Hot Mix Asphalt Overlay Project-Resolution, Final Agreement and Release of Claim.pdf](#)
- [19-14 Resolution of Acceptance.pdf](#)
- [19-14 Contract Change Order No.1.pdf](#)
- [19-14 Agreement and Release of Claims.pdf](#)



AMADOR COUNTY COMMUNITY DEVELOPMENT AGENCY
TRANSPORTATION & PUBLIC WORKS

PHONE: (209) 223-6429

FAX: (209) 223-6395

WEBSITE: www.amadorgov.org

EMAIL: PublicWorks@amadorgov.org

COUNTY ADMINISTRATION CENTER • 810 COURT STREET • JACKSON, CA 95642-2132

MEMORANDUM

TO: Board of Supervisors

FROM: Mark Hopkins, Senior Project Manager *MSH*

DATE: May 12, 2020

SUBJECT: 19-14 – Curran Road Hot Mix Asphalt Overlay Project (PM 0.00 to 1.00)
Resolution of Acceptance
Final Agreement and Release of Claims
George Reed, Inc.

CONTACT: Mark Hopkins, (223-6248)

Overview

On October 3, 2019, George Reed, Inc. (Contractor) was granted substantial completion for the work, commencing the one-year guarantee period.

The attached resolution has been prepared to formally accept the work done by Contractor for the project.

The Department has received the Agreement and Release of Claims, with Contractor signature. The Agreement and Release of Claims is being presented at this time to formally close the construction contract and release the final payment to Contractor.

Requested Actions

1. Adopt resolution accepting the Curran Road Hot Mix Asphalt Overlay Project (PM 0.00 to 1.00) as complete;
2. Proposed Final Estimate and authorize Chairman to sign Contract Change Order No. 1;
3. Authorize Chairman to sign Agreement and Release of Claims.

Fiscal Impact

The original Contract Amount was \$187,350.00. The final Contract Amount is \$251,355.50. In the 2018/2019 Structural budget, the Department of Transportation and Public Works has funding to cover this overage. A final payment of \$12,589.03 will be made to Contractor upon approval, which represents release of retention.

Attachments: Resolution of Acceptance
Proposed Final Estimate
Agreement and Release of Claims

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

IN THE MATTER OF:

RESOLUTION ACCEPTING THE CURRAN) RESOLUTION NO. 20-XXX
ROAD HOT MIX ASPHALT OVERLAY)
PROJECT (PM 0.00 TO 1.00) AS COMPLETE)

WHEREAS, the contractor has completed construction of road paving, striping, and reflective marker in Amador County, California; and

BE IT RESOLVED by the Board of Supervisors of the County of Amador, State of California that said Board does hereby accept the work by George Reed, Inc. for the Curran Road Hot Mix Asphalt Overlay Project (PM 0.00 to 1.00) as complete.

BE IT FURTHER RESOLVED by said Board that the Department of Transportation and Public Works Director has found that no liens or Stop Notices are filed and gives the Director authorization to release retention and final payment.

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 12th day of May 2020, by the following vote:

AYES: Jeff Brown, Richard M. Forster, Frank Axe, Patrick Crew, and Brian Oneto

NOES: None

Chairman, Board of Supervisors

ATTEST:

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

Deputy

Contract Change Order No. 1

To: George Reed, Inc.

Contractor was hereby directed to make the herein described changes from the plans and specifications or do the following described work not included in the plans and specifications on this contract.

Description of work to be done, quantities and prices to be paid. Unless otherwise stated, rates for rental of equipment cover only such time as equipment is actually used and no allowances will be made for idle time. Change requested by Resident Engineer.

1	FI 01	Progress Schedule (Critical Path Method)		\$	-
2	FI 02	Traffic Control System		\$	-
3	FI 03	Hot Mix Asphalt (Type A)	INCREASE	\$	64,050.00
4	FI 04	Cold plane Asphalt Concrete pavement	DECREASE	\$	(425.00)
5	FI 05	Paint Traffic Stripe (2-Coat)	DECREASE	\$	(159.80)
6	FI 06	Pavement marker (Retroreflective) Type D Blue	DECREASE	\$	(30.00)
7	FI 07	Placement of type D Pavement Marker	INCREASE	\$	2,530.00
8	FI 08	Pavement Marker Number Change	INCREASE	\$	440.00
9	FI 09	HIMA Credit	DECREASE	\$	(2,400.00)
			Total Cost:	INCREASE	\$ 64,005.50

Original Contract \$187,350.00 Change Order Totals \$ 64,005.50 New Contract Cost Total \$ 251,355.50

By reason of the order the time of completion will be adjusted as follows **Add No (0) Working Days**

Submitted by *M. J. Hopto* Resident Engineer Date 04/28/20
 Approval Recommended N/A Project Manager Date N/A
 Approved by *Ronald B. Osh* Director, Transportation Date 04/28/2020

We, the undersigned Contractor, have given careful consideration to the change proposed and all of its impacts, both direct and indirect, and hereby agree, if this proposal is approved, that we will provide all equipment, furnish all materials, except as may otherwise be noted above, and perform all services necessary for the work above specified, and will accept as full payment therefore the prices and time extensions shown above.

Acceptance Date 4-30-20 Contractor George Reed, Inc.
 By *Ed Berlier* Title Ed Berlier, Vice President

If the Contractor does not sign acceptance of this order, his attention is directed to the requirements of the specifications as to proceeding with the ordered work and filing a written protest within the time therein specified.

 Chair, Board of Supervisors

JUSTIFICATION SUMMARY – Contract #19-14, CCO No. 1

Item 1 REQUEST:

CHANGE FOR:

FI 01 **Increase: \$0.00**
Justification:

Item 2 REQUEST:

CHANGE FOR:

FI 02 **Increase: \$0.00**
Justification:

Item 3 REQUEST:
Hot Mix Asphalt (Type A)

CHANGE FOR:
Increase Quantity for Hot Mix Asphalt (Type A)

FI 03 **Increase: \$64,050.00**
Justification: Engineer estimate assumed twenty-two foot travel way throughout project area.
However, sections of pavement where greater than twenty-two foot. Specifications directed the Contractor to pave edge of pavement to edge of pavement.

Item 4 **REQUEST:**
Cold plane Asphalt Concrete pavement
CHANGE FOR:
Decrease Quantity for Cold Plane Asphalt Concrete pavement

	F1 04	Decrease	\$425.00
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Justification: Reduced the amount of cold planing needed.

Item 5 **REQUEST:**
Paint Traffic Stripe (2-Coat)
CHANGE FOR:
Decrease Quantity for Paint Traffic Stripe (2-Coat)

	F1 05	Decrease	\$159.50
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Justification: Reduced the amount of traffic striping needed.

Item 6 **REQUEST:**
Pavement Marker (Retroreflective) Type D Blue
CHANGE FOR:
Decrease Quantity for Pavement Marker (Retroreflective) Type D Blue

	F1 06	Decrease	\$30.00
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Justification: Reduced the amount of blue pavement markers needed.

Item 7 **REQUEST:**
Placement of type D Pavement Marker
CHANGE FOR:
Increase Labor for Placement of Type D Pavement Marker

	F1 07	Increase:	\$2,530.00
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Justification: Engineer estimate omitted insulation of Type D Pavement Markers, a COO was issued.

Item 8 **REQUEST:**
Pavement Marker Number Change
CHANGE FOR:
Increase Quantity for Pavement Marker Number Change

	F1 08	Increase:	\$440.00
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Justification: Engineer estimate omitted quantity for Type D Pavement Markers, a COO was issued.



Item 9

**REQUEST:
HMA Credit
CHANGE FOR:
Decrease HMA Credit**

FI 09

Decrease \$2,400.00

Justification: HMS credit (over 125%/240 ton @ \$10 TN).

ATTACHMENT A

AGREEMENT AND RELEASE OF CLAIMS

This Agreement and Release of Claims ("Agreement and Release"), made and entered into this 31th day of March, 2020, by and between the County of Amador ("County"), and George Reed, Inc. ("Contractor"), whose place of business is 140 Empire Avenue, Modesto, CA, 95354.

RECITALS

A. On August 13, 2019, 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 furnishing of all labor, materials, and equipment for the construction of hot mix asphalt paving, traffic handling, pavement delineation, and any additive work as specified, 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	\$ <u>187,350.00</u>
Modified Contract Sum	\$ <u>251,355.50</u>
Payment to Date	\$ <u>239,191.48</u>
Damages	\$ _____
Payment Due Contractor	\$ <u>12,589.03</u>

2. Subject to the provisions of this Agreement and Release, County shall forthwith pay to Contractor the sum of Twelve Thousand Five Hundred Eighty Nine Dollars and Three Cents (\$12,589.03) 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,

actions or causes of action of whatever kind or nature arising out of or in any way concerned with the work under the Contract, except for the Disputed Claims.

6. Guarantees and warranties for the Work, and any other continuing obligation of Contractor, shall remain in full force and effect as specified in the Contract Documents.

7. Contractor shall immediately defend, indemnify and hold harmless County, all its respective agents, employees, inspectors, assignees and transferees from any and all claims, demands, actions, causes of action, obligations, costs, expenses, damages, losses and liabilities that may be asserted against them by any of Contractor's suppliers and/or Subcontractors of any tier and/or any suppliers to them for any and all labor, materials, supplies and equipment used, or contemplated to be used in the performance of the Contract, except for the Disputed Claims.

8. Contractor hereby waives the provisions of California Civil Code Section 1542, which provides as follows:

A general release does not extend to claims which the creditor does not know or suspect to exist in his or her favor at the time of executing the release, which if known by him or her must have materially affected his settlement with the debtor.

9. The provisions of this Agreement and Release are contractual in nature and not mere recitals and shall be considered independent and severable, and if any such provision or any part thereof shall be at any time held invalid in whole or in part under any federal, state, county, municipal or other law, ruling or regulations, then such provision, or part thereof shall remain in force and effect only to the extent permitted by law, and the remaining provisions of this Agreement and Release shall also remain in full force and effect, and shall be enforceable.

10. All rights of County shall survive completion of the Work or termination of Contract, and execution of this Release.

***** CAUTION: THIS IS A RELEASE - READ BEFORE EXECUTING *****

COUNTY OF AMADOR:

CONTRACTOR:

By: _____
Chairman, Board of Supervisors

By: Ed Berlier

Name (please print): _____

Title: Ed Berlier, Vice President

Board of Supervisors Agenda Item Report

Submitting Department: Public Works

Meeting Date: May 12, 2020

SUBJECT

19-15 - Camanche Road Hot Mix Asphalt Overlay Project (PM 2.95 to 4.29)

Resolution of Acceptance

Final Agreement and Release of Claims

George Reed, Inc.

Recommendation:

1. Adopt resolution accepting the Camanche Road Hot Mix Asphalt Overlay Project (PM 2.95 to 4.29) as complete;
2. Proposed Final Estimate and authorize Chairman to sign Contract Change Order No. 1;
3. Authorize Chairman to sign Agreement and Release of Claims.

4/5 vote required:

No

Distribution Instructions:

Public Works

ATTACHMENTS

- [2020-05-12_Memo_19-15 Camanche Road_Final Agreement and Release of Claims.pdf](#)
- [19-15 Contract Change Order No. 1.pdf](#)
- [19-15 Final Agreement and Release of Claims.pdf](#)
- [19-15 Proposed Final Estimate.pdf](#)



AMADOR COUNTY COMMUNITY DEVELOPMENT AGENCY
TRANSPORTATION & PUBLIC WORKS

PHONE: (209) 223-6429

FAX: (209) 223-6395

WEBSITE: www.amadorgov.org

EMAIL: PublicWorks@amadorgov.org

COUNTY ADMINISTRATION CENTER • 810 COURT STREET • JACKSON, CA 95642-2132

MEMORANDUM

TO: Board of Supervisors

FROM: Mark Hopkins, Senior Project Manager *msH*

DATE: May 12, 2020

SUBJECT: 19-15 – Camanche Road Hot Mix Asphalt Overlay Project (PM 2.95 to 4.29)
Resolution of Acceptance
Final Agreement and Release of Claims
George Reed, Inc.

CONTACT: Mark Hopkins, (223-6248)

Overview

On November 22, 2019, George Reed, Inc. (Contractor) was granted substantial completion for the work, commencing the one-year guarantee period.

The attached resolution has been prepared to formally accept the work done by Contractor for the project.

The Department has received the Agreement and Release of Claims, with Contractor signature. The Agreement and Release of Claims is being presented at this time to formally close the construction contract and release the final payment to Contractor.

Requested Actions

1. Adopt resolution accepting the Camanche Road Hot Mix Asphalt Overlay Project (PM 2.95 to 4.29) as complete;
2. Proposed Final Estimate and authorize Chairman to sign Contract Change Order No. 1;
3. Authorize Chairman to sign Agreement and Release of Claims.

Fiscal Impact

The original Contract Amount was \$241,352.00. The final Contract Amount is \$280,503.05. The Engineers Estimate by the Department of Transportation and Public Works was \$286,000.00. In the 2018/2019 Structural budget, the Department of Transportation and Public Works has funding to cover this overage. A final payment of \$14,025.15 will be made to Contractor upon approval, which represents release of retention.

Attachments: Resolution of Acceptance
Proposed Final Estimate
Agreement and Release of Claims

Contract Change Order No. 1

To: George Reed, Inc.

Contractor was hereby directed to make the herein described changes from the plans and specifications or do the following described work not included in the plans and specifications on this contract.

Description of work to be done, quantities and prices to be paid. Unless otherwise stated, rates for rental of equipment cover only such time as equipment is actually used and no allowances will be made for idle time. Change requested by Resident Engineer/Director.

1	Fl 01	Progress Schedule (Critical Path Method)		\$	-
2	Fl 02	Traffic Control System		\$	-
3	Fl 03	Hot Mix Asphalt (Type A)	INCREASE	\$	6,160.00
4	Fl 04	Cold plane Asphalt Concrete pavement			
5	Fl 05	Paint Traffic Stripe (2-Coat)	DECREASE	\$	(166.95)
6	Fl 06	Placement of type D Pavement Marker	INCREASE	\$	3,335.00
7	Fl 07	Pavement Marker Number Change	INCREASE	\$	440.00
8	Fl 08	Adjust Water Value Cover to Grade	INCREASE	\$	17,633.00
9	Fl 09	Paint Traffic Stripe Modification	INCREASE	\$	11,750.00
Total Cost:				INCREASE	\$ 39,151.05

Original Contract \$241,352.00 Change Order Totals \$ 39,151.05 New Contract Cost Total \$ 280,503.05

By reason of the order the time of completion will be adjusted as follows **Add No (0) Working Days**

Submitted by _____	Resident Engineer	Date _____
Approval Recommended <u>N/A</u>	Project Manager	Date <u>N/A</u>
Approved by <u>Richard B. Vol</u>	Director, Transportation	Date <u>04/29/2020</u>

We, the undersigned Contractor, have given careful consideration to the change proposed and all of its impacts, both direct and indirect, and hereby agree, if this proposal is approved, that we will provide all equipment, furnish all materials, except as may otherwise be noted above, and perform all services necessary for the work above specified, and will accept as full payment therefore the prices and time extensions shown above.

Acceptance Date 4/30/20 Contractor George Reed, Inc.

By Ed Berlier Title Ed Berlier, Vice President

If the Contractor does not sign acceptance of this order, his attention is directed to the requirements of the specifications as to proceeding with the ordered work and filing a written protest within the time therein specified.

 Chair, Board of Supervisors

JUSTIFICATION SUMMARY -- Contract #19-15, CCO No. 1

Item 1 REQUEST:

CHANGE FOR:

Justification: FI 01 Increase: \$0.00

Item 2 REQUEST:

CHANGE FOR:

Justification: FI 02 Increase: \$0.00

Item 3 REQUEST:
Hot Mix Asphalt (Type A)

CHANGE FOR:
Increase Quantity for Hot Mix Asphalt (Type A)

Justification: FI 03 Increase: \$6,160.00
Engineer estimate did not accommodate field access point along Camanche Road.

Item 4 **REQUEST:**
Cold plane Asphalt Concrete pavement
CHANGE FOR:

FI 04 **Decrease**
Justification:

Item 5 **REQUEST:**
Paint Traffic Stripe (2-Coat)
CHANGE FOR:
Decrease Quantity for Paint Traffic Stripe (2-Coat)

FI 05 **Decrease** **\$166.95**
Justification: Reduced the amount of traffic striping needed.

Item 6 **REQUEST:**
Placement of type D Pavement Marker
CHANGE FOR:
Increase Labor for Placement of Type D Pavement Marker

FI 06 **Increase:** **\$3,335.00**
Justification: Engineer estimate omitted insulation of Type D Pavement Markers, a COO was issued.

Item 7 **REQUEST:**
Pavement Marker Number Change
CHANGE FOR:
Increase Quantity for Pavement Marker Number Change

FI 07 **Increase:** **\$440.00**
Justification: Engineer estimate omitted quantity for Type D Pavement Markers, a COO was issued.

Item 8 **REQUEST:**
Adjust Water Value Cover to Grade
CHANGE FOR:
Add Adjustment to Water Value Cover to Grade

FI 08 **Increase:** **\$17,633.00**
Justification: Engineer estimate omitted adjustment to water value covers to grade within the road section.



Item 9

REQUEST:

Paint Traffic Stripe Modification

CHANGE FOR:

Add Paint Traffic Stripe Modification

FI 09

Increase: \$11,750.00

Justification: Striping needed to be modified to provide passing areas along Camanche Road.

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

IN THE MATTER OF:

RESOLUTION ACCEPTING THE CAMANCHE) RESOLUTION NO. 20-XXX
ROAD HOT MIX ASPHALT OVERLAY)
PROJECT (PM 2.95 TO 4.29) AS COMPLETE)

WHEREAS, the contractor has completed construction of road paving, striping, and reflective marker in Amador County, California; and

BE IT RESOLVED by the Board of Supervisors of the County of Amador, State of California that said Board does hereby accept the work by George Reed, Inc. for the Camanche Road Hot Mix Asphalt Overlay Project (PM 2.95 to 4.29) as complete.

BE IT FURTHER RESOLVED by said Board that the Department of Transportation and Public Works Director has found that no liens or Stop Notices are filed and gives the Director authorization to release retention and final payment.

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 10th day of March 2020, by the following vote:

AYES: Jeff Brown, Richard M. Forster, Frank Axe, Patrick Crew, and Brian Oneto

NOES: None

Chairman, Board of Supervisors

ATTEST:

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

Deputy



AMADOR COUNTY COMMUNITY DEVELOPMENT AGENCY
TRANSPORTATION & PUBLIC WORKS

PHONE: (209) 223-6429
FAX: (209) 223-6395
WEBSITE: www.amadorgov.org
EMAIL: PublicWorks@amadorgov.org

COUNTY ADMINISTRATION CENTER • 810 COURT STREET • JACKSON, CA 95642-2132

April 29, 2020

George Reed, Inc.
140 Empire Avenue
Modesto, CA 95354

Attention: Stephen Kubat, Estimator / Project Manager

Subject: Proposed Final Estimate
Construction Contract 19-15 Camanche Road Hot Mix Asphalt Overlay Project (PM 2.95 to 4.29)

Dear Mr. Kubat:

In accordance with the provisions of Section 9-1.17D(1), "General" of the Standard Specifications, attached (in triplicate) is a proposed final estimate for Construction Contract 19-15 Camanche Road Hot Mix Asphalt Overlay Project (PM 2.95 to 4.29).

Please review the proposed final estimate and, if satisfactory, indicate your approval in the space provided on the attached Acceptance Statement. Return three copies of the Acceptance Statement to this office. One copy is for your files.

Please note the following portion of Section 9-1.17D(1), "General" of the Standard Specifications, which states:

"If you accept the proposed final estimate or do not submit a claim statement within 30 days of receiving the estimate, the Engineer furnishes the final estimate to you and the Department pays the amount due within 30 days. This final estimate and payment is conclusive except as specified in Sections 5-1.27, "Records"; 5-1.47, "Guarantee"; and 9-1.21, "Clerical Errors." If you submit a claim statement within 30 days of receiving the Engineer's proposed final estimate, the Engineer furnishes a semifinal estimate to the Contractor and the Department pays the amount due within 30 days. The semifinal estimate is conclusive as to the amount of work completed and the amount payable except as affected by the claims or as specified in Sections 5-1.27, "Records"; 6-3.06, "Guarantee"; and 9-1.21, "Clerical Errors."

Your promptness in returning the signed copies, indicating your approval, will expedite payment of the final estimate. Alternatively, a signed qualified approval by reason of a written statement of claims will expedite payment of a semifinal estimate. A statement of claims must include a notarized certificate containing the language required in Section 9-1.17D(2)(c), "Declaration," of the Standard Specifications.

If claims are submitted in connection with this contract, you will be expected to comply fully with Section 9-1.17D(2), "Claim Statement," of the Standard Specifications. The Engineer will base the determination of claims upon the investigation of your statement, in which you are expected to present your position fully as to the contractual basis of the claim; compliance with contract requirements such as Sections 5-1.43, "Potential Claims and Dispute Resolution," subsections A through D; or 9-1.17D, "Final Payment and Claims," of the Standard Specifications, if applicable; a breakdown of the total amount claimed; and all other information you consider to be in support of your claim.

Wednesday, April 29, 2020

Construction Contract 19-15 Camanche Road Hot Mix Asphalt Overlay Project (PM 2.95 to 4.29)

Page 2 of 2

As further provided in Section 9-1.17D(1), "General," of the Standard Specifications, in case neither approval nor a statement of claims is received, postmarked or hand delivered, within 30 days of receiving the estimate, the Engineer furnishes the final estimate to you and the Department pays the amount due within 30 days. Your date of receipt of this proposed final estimate establishes the beginning of the specified 30 days.

Sincerely,

A handwritten signature in black ink, appearing to read "Mark Hopkins". The signature is fluid and cursive, written over a white background.

Mark Hopkins
Senior Project Manager

Enclosures

cc: File

Attachment to transmittal letter
Dated April 29, 2020

Contract 19-14; County Project 356206
Camanche Road Hot Mix Asphalt Overlay
Project (PM 2.95 to 4.29)

PROPOSED

FINAL ESTIMATE

CONTRACT ITEM WORK (As detailed in Attachment 1)	\$241,352.00
ADJUSTMENTS OF COMPENSATION (As detailed on Attachment 2)	\$5,993.05
EXTRA WORK (As detailed on Attachment 3)	\$32,718.00
DEDUCTIONS/ADD (As detailed on Attachment 4)	\$440.00
TOTAL AMOUNT EARNED	\$280,503.05

Attachments: Contract Item Work Detail

**Attachment to transmittal letter
Dated April 29, 2020**

**Contract 19-15; County Project 356206
Camanche Road Hot Mix Asphalt Overlay
Project (PM 2.95 to 4.29)**

**ATTACHMENT 1
Contract Item Work**

(See Attached)

Camanche Road Hot Mix Asphalt Overlay Project (PM 2.95 to 4.29)

Bid No. 19-15

County Project No. 356206

PAYMENT SUMMARY

PERIOD ENDING

FINAL

Contractor: George Reed, Inc.

ITEM NO	DESCRIPTION	UNIT MEASURE	BID QUANTITY	QUANTITY TO DATE (1)	DELTA PERCENT	UNIT PRICE (2)	OVER/(UNDER) PAYMENT	TOTAL COST TO DATE (1)x(2)=
1	Progress Schedule (Critical Path Method)	LS	1.00	1.00	0.0%	\$ 500.00	\$	\$ 500.00
2	Traffic Control System	LS	1.00	1.00	0.0%	\$ 11,000.75	\$	\$ 11,000.75
3	Hot Mix Asphalt (Type A)	TON	2350.00	2420.00	3.0%	\$ 88.00	\$ 6,160.00	\$ 212,960.00
4	Cold Plane Asphalt Concrete Pavement	SY	450.00	450.00	0.0%	\$ 30.00	\$	\$ 13,500.00
5	Paint Traffic Stripe (2-Coat)	LF	21225.00	20854.00	-1.7%	\$ 0.45	\$ (166.95)	\$ 9,384.30
ITEM SUBTOTAL								\$247,345.05

CCO's	AUTHORIZED EXTRA WORK	METHOD/UNIT	QUANTITY	% THIS PERIOD	% TO DATE	UNIT PRICE	OVER/(UNDER)	
1	Adjust Water Value Cover to Grade	LS	1.00		100.0%	\$17,633.00		
1	Placement of type D Pavement Markers	LS	1.00		100.0%	\$3,335.00		
3	Paint Traffic Stripe Modification	LS	1.00		100.0%	\$11,750.00		
CCO SUBTOTAL								\$32,718.00

	DEDUCTIONS/ADD	METHOD/UNIT	QUANTITY	% THIS PERIOD	% TO DATE	UNIT PRICE		
1	Pavement Marking (\$440) Number Charge	LS	1.00			\$440.00	\$440.00	
2								
DEDUCTION SUBTOTAL								\$440.00

Total Over/(Under) Payment \$ 5,993.05

TOTAL CONTRACT ITEM COSTS TO DATE	\$ 247,345.05
AUTHORIZED EXTRA WORK	\$ 32,718.00
DEDUCTIONS/ADD	\$ 440.00
TOTAL	\$ 280,503.05
AMOUNT PREVIOUSLY PAID	\$ 166,477.90
REMAINING BALANCE	\$ 14,025.15

Attachment to transmittal letter
Dated April 29, 2020

Contract 19-15; County Project 356206
Camanche Road Hot Mix Asphalt Overlay
Project (PM 2.95 to 4.29)

ATTACHMENT 2
Adjustments of Compensation

Material Over/Under

CCO No.	Authorized Adjustments of Compensation	Type of Work	Amount
001	Increase in Quantity (Hot Mix Asphalt)		\$6,160.00
001	Paint Traffic Stripe (2-coat)		(\$166.95)
001			
001			
Total to Date			\$5,993.05

Attachment to transmittal letter
Dated April 29, 2020

Contract 19-15; County Project 356206
Camanche Road Hot Mix Asphalt Overlay
Project (PM 2.95 to 4.29)

ATTACHMENT 3
Extra Work

CCO No.	Authorized Extra Work	Type of Work	Amount
001	Placement of type D Pavement Markers		\$3,335.00
001	Adjust Water Value Cover to Grade		\$17,633.00
001	Paint Traffic Stripe Modification		\$11,750.00
001			
001			
001			
001			
Total to Date			\$32,718.00

Contract Change Order No. 1

To: George Reed, Inc.

Contractor was hereby directed to make the herein described changes from the plans and specifications or do the following described work not included in the plans and specifications on this contract.

Description of work to be done, quantities and prices to be paid. Unless otherwise stated, rates for rental of equipment cover only such time as equipment is actually used and no allowances will be made for idle time. Change requested by Resident Engineer/Director.

1	Fl 01	Progress Schedule (Critical Path Method)		\$	-
2	Fl 02	Traffic Control System		\$	-
3	Fl 03	Hot Mix Asphalt (Type A)	INCREASE	\$	6,160.00
4	Fl 04	Cold plane Asphalt Concrete pavement			
5	Fl 05	Paint Traffic Stripe (2-Coat)	DECREASE	\$	(166.95)
6	Fl 06	Placement of type D Pavement Marker	INCREASE	\$	3,335.00
7	Fl 07	Pavement Marker Number Change	INCREASE	\$	440.00
8	Fl 08	Adjust Water Value Cover to Grade	INCREASE	\$	17,633.00
9	Fl 09	Paint Traffic Stripe Modification	INCREASE	\$	11,750.00
Total Cost:				INCREASE	\$ 39,151.05

Original Contract \$241,352.00 Change Order Totals \$ 39,151.05 New Contract Cost Total \$ 280,503.05

By reason of the order the time of completion will be adjusted as follows **Add No (0) Working Days**

Submitted by _____ Resident Engineer Date _____

Approval Recommended N/A _____ Project Manager Date N/A

Approved by Richard B. Del _____ Director, Transportation Date 04/29/2020

We, the undersigned Contractor, have given careful consideration to the change proposed and all of its impacts, both direct and indirect, and hereby agree, if this proposal is approved, that we will provide all equipment, furnish all materials, except as may otherwise be noted above, and perform all services necessary for the work above specified, and will accept as full payment therefor the prices and time extensions shown above.

Acceptance Date _____ Contractor George Reed, Inc. _____

By _____ Title _____

If the Contractor does not sign acceptance of this order, his attention is directed to the requirements of the specifications as to proceeding with the ordered work and filing a written protest within the time therein specified.

 Chair, Board of Supervisors

JUSTIFICATION SUMMARY -- Contract #19-15, CCO No. 1

Item 1 REQUEST:

CHANGE FOR:

Justification: F1 01 **Increase: \$0.00**

Item 2 REQUEST:

CHANGE FOR:

Justification: F1 02 **Increase: \$0.00**

Item 3 REQUEST:
Hot Mix Asphalt (Type A)

CHANGE FOR:
Increase Quantity for Hot Mix Asphalt (Type A)

Justification: F1 03 **Increase: \$6,160.00**
Engineer estimate did not accommodate field access point along Camanche Road.

Item 4 **REQUEST:**
Cold plane Asphalt Concrete pavement
CHANGE FOR:

FI 04 **Decrease**
Justification:

Item 5 **REQUEST:**
Paint Traffic Stripe (2-Coat)
CHANGE FOR:
Decrease Quantity for Paint Traffic Stripe (2-Coat)

FI 05 **Decrease** **\$166.95**
Justification: Reduced the amount of traffic striping needed.

Item 6 **REQUEST:**
Placement of type D Pavement Marker
CHANGE FOR:
Increase Labor for Placement of Type D Pavement Marker

FI 06 **Increase:** **\$3,335.00**
Justification: Engineer estimate omitted insulation of Type D Pavement Markers, a COO was issued.

Item 7 **REQUEST:**
Pavement Marker Number Change
CHANGE FOR:
Increase Quantity for Pavement Marker Number Change

FI 07 **Increase:** **\$440.00**
Justification: Engineer estimate omitted quantity for Type D Pavement Markers, a COO was issued.

Item 8 **REQUEST:**
Adjust Water Value Cover to Grade
CHANGE FOR:
Add Adjustment to Water Value Cover to Grade

FI 08 **Increase:** **\$17,633.00**
Justification: Engineer estimate omitted adjustment to water value covers to grade within the road section.



Item 9

REQUEST:

Paint Traffic Stripe Modification

CHANGE FOR:

Add Paint Traffic Stripe Modification

FI 09

Increase: \$11,750.00

Justification: Striping needed to be modified to provide passing areas along Camanche Road.

Attachment to transmittal letter
 Dated April 29, 2020

Contract 19-15; County Project 356206
 Camanche Road Hot Mix Asphalt Overlay
 Project (PM 2.95 to 4.29)

**ATTACHMENT 4
 Deductions/Add**

Deduction Description	Amount	Est No.	This Estimate	Total Estimate
Pavement Marking (\$440) Number Charge				\$440.00
	Total Deductions/Add			\$440.00

Attachment to transmittal letter
Dated April 29, 2020

Contract 19-15; County Project 356206
Camanche Road Hot Mix Asphalt Overlay
Project (PM 2.95 to 4.29)

Acceptance Statement

I have examined the quantities of bid items and amounts indicated as payment for extra work and the deductions on the proposed final estimate dated April 29, 2020. I agree to accept the total of \$ 280,503.05 as indicated, as the total amount earned for all work performed on the above contract, except as may be indicated below

George Reed, Inc.
Contractor

Exceptions (Check one)

Ed Berlier
By

None

Ed Berlier, Vice President
Title

As indicated per attached letter
Dated _____

4-30-20
Date

Board of Supervisors Agenda Item Report

Submitting Department: Human Resources

Meeting Date: May 12, 2020

SUBJECT

Approval of modifications to the Job Description of the Chief District Attorney Investigator

Recommendation:

Approve the modifications

4/5 vote required:

No

Distribution Instructions:

HR, File, DA

ATTACHMENTS

- [Chief DA Investigator Memo.doc](#)
- [Chief District Attorney Investigator 5.20 Draft.pdf](#)
- [Chief Job Description 5.20 Final.pdf](#)



AMADOR COUNTY
HUMAN RESOURCES DEPARTMENT
• *Benefits* • *Personnel* • *Risk Management*
(209) 223-6361 (209) 223-6456 (209) 223-6392

County Administration Center
810 Court Street
Jackson, California 95642
Facsimile: (209) 223-6426
Website: www.co.amador.ca.us

TO: Board of Supervisors
FROM: Lisa Gaebe, Interim Human Resources Director
DATE: April 21, 2020, 2020
SUBJECT: Agenda Item for May 12, 2020 Board Agenda
Chief District Attorney Investigator Job Description

The District Attorney has requested that the Chief District Attorney Investigator job description be modified to more accurately reflect the duties, training, experience and special requirements of the position.

This matter has also been reviewed and discussed with SOMMA, who will represent this position. They support the changes.

If the job description isn't approved, it will contain information that is incorrect and obsolete.

CHIEF DISTRICT ATTORNEY INVESTIGATOR

DEFINITION

Under direction, to direct, manage, and supervise the investigative functions of the District Attorney's Office; to plan, organize, conduct, and coordinate investigations referred to the District Attorney's Office; and to do related work as required.

DISTINGUISHING CHARACTERISTICS

This is a single position class with general responsibility for the management and supervision of the investigative functions in the District Attorney's Office. The incumbent may also perform the more complex investigative work as necessary.

REPORTS TO

District Attorney

CLASSIFICATIONS DIRECTLY SUPERVISED

District Attorney Investigator I, II, and III and Investigative Assistant.

EXAMPLES OF DUTIES

Plans, organizes, directs, and manages the investigative functions of the District Attorney's Office; provides supervision, training, and work evaluation for assigned staff; has responsibility for hiring of new employees; develops the investigation budget and controls expenditures; assigns and directs the investigative staff; serves as advisor to the Grand Jury on investigative matters; oversees and conducts background investigations and certifies the backgrounds of prospective District Attorney and Court employees; reviews and approves investigative reports prepared by subordinates; coordinates communication with other law enforcement agencies; oversees the service of subpoenas, summons, complaints, and other criminal and civil processes; prepares and implements policies in consultation with the District Attorney; conducts internal affairs investigations; has responsibility for the maintenance and security of the evidence room; performs the full scope of investigative work, including the more complex investigations, as needed; plans, directs, coordinates, and conducts criminal, ~~family support~~, and child abduction investigations; supervises and gathers, assembles, preserves, and reports facts and evidence; interviews complainants, suspects, and witnesses, analyzing and evaluating their statements; prepares final investigative reports, presenting significant data in summary form; prepares and executes warrants and related affidavits for search or arrest; uses and maintains surveillance devices, photographic equipment, and recording equipment; assists other law enforcement agencies, including Federal, State, and local agencies on a request-to-assist basis; provides trial attorneys with assistance in evidence review and evaluation, as well as preparation of cases for trial;

develops necessary information required by the exigent disclosure of information at or before trial

CHIEF DISTRICT ATTORNEY INVESTIGATOR - 2

or judgment; supervises or conducts investigations regarding a wide variety of criminal matters, including apprehension of suspected offenders; ~~oversees and conducts family support investigations~~; investigates white-collar crime, consumer fraud, official misconduct, insurance sales, corporate securities, stock and bond transactions, and false and misleading promotions; researches hidden assets and other specified areas as directed; investigates alleged violations of Revenue and Taxation Codes and Election Laws.

TYPICAL PHYSICAL REQUIREMENTS

Sit for extended periods; frequently stand and walk; sufficient manual dexterity and eye-hand coordination to operate special investigative equipment; ability to climb, stoop, crouch and kneel; lift and move objects weighing up to 50 pounds without assistance; corrected hearing and vision to normal range; verbal communication; use of office equipment including computers, telephones, calculators, copiers, and FAX.

TYPICAL WORKING CONDITIONS

Work is performed in office, outdoor, and driving environments; work is performed- in varying temperatures; continuous contact with staff and the public.

DESIRABLE QUALIFICATIONS

Knowledge of:

- Investigative techniques and procedures.
- Criminal and civil law and court procedures.
- Laws of apprehension, arrest, and custody of persons accused of felonies and misdemeanors.
- Rules of evidence pertaining to search and seizure and the preservation of evidence.
- Interviewing techniques.
- Purposes, procedures, and legal constraints of the Grand Jury.
- Basic accounting procedures and their application to law enforcement and family support investigations.
- Use and care of firearms.
- Budget development and expenditure control.
- Work planning and scheduling.
- Principles of supervision, training, and employee evaluation.

Ability to:

- Plan, organize, direct, manage, and supervise the investigative functions of the District Attorney's Office.

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- Supervise, train, coordinate, and evaluate the work of assigned staff.
- Develop and implement investigative policies and procedures.

CHIEF DISTRICT ATTORNEY INVESTIGATOR - 3

- Gather and analyze investigative data.
- Provide a variety of support for legal staff and other law enforcement agencies.
- Prepare clear, concise, and comprehensive investigative reports.
- Analyze financial and statistical data.
- Interpret and apply codes, laws, and court decisions regarding the proper gathering and preservation of evidence.
- Deal tactfully and courteously with people from a variety of cultural and ethnic backgrounds.
- Exercise good judgement in handling potential hostile individuals/situations.
- Effectively represent the District Attorney's Office in contacts with the public, other County staff, and other law enforcement agencies.
- Establish and maintain cooperative working relationships.

Training and Experience: Any combination of training and experience which would likely provide the required knowledge and abilities is qualifying. A typical way to obtain the required knowledge and abilities would be:

Two (2) years of experience performing criminal or civil investigations equivalent to District Attorney Investigator II with Amador County, ~~preferably~~ including experience in a lead or supervisory capacity.

Completion of advanced education in criminology, law enforcement, or a closely related field is highly desirable.

Special Requirements: Possession of a valid California Driver's license issued by the California Department of Motor Vehicles.

Possession of a valid Advanced P.O.S.T. certificate.

~~Possession— Successful completion~~ of a ~~valid—POST-certified~~ Supervisory ~~P.O.S.T.—~~certificate course.

Completion of Range Weapon training.

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CHIEF DISTRICT ATTORNEY INVESTIGATOR

DEFINITION

Under direction, to direct, manage, and supervise the investigative functions of the District Attorney's Office; to plan, organize, conduct, and coordinate investigations referred to the District Attorney's Office; and to do related work as required.

DISTINGUISHING CHARACTERISTICS

This is a single position class with general responsibility for the management and supervision of the investigative functions in the District Attorney's Office. The incumbent may also perform the more complex investigative work as necessary.

REPORTS TO

District Attorney

CLASSIFICATIONS DIRECTLY SUPERVISED

District Attorney Investigator I, II, and III and Investigative Assistant.

EXAMPLES OF DUTIES

Plans, organizes, directs, and manages the investigative functions of the District Attorney's Office; provides supervision, training, and work evaluation for assigned staff; has responsibility for hiring of new employees; develops the investigation budget and controls expenditures; assigns and directs the investigative staff; serves as advisor to the Grand Jury on investigative matters; oversees and conducts background investigations and certifies the backgrounds of prospective District Attorney and Court employees; reviews and approves investigative reports prepared by subordinates; coordinates communication with other law enforcement agencies; oversees the service of subpoenas, summons, complaints, and other criminal and civil processes; prepares and implements policies in consultation with the District Attorney; conducts internal affairs investigations; has responsibility for the maintenance and security of the evidence room; performs the full scope of investigative work, including the more complex investigations, as needed; plans, directs, coordinates, and conducts criminal and child abduction investigations; supervises and gathers, assembles, preserves, and reports facts and evidence; interviews complainants, suspects, and witnesses, analyzing and evaluating their statements; prepares final investigative reports, presenting significant data in summary form; prepares and executes warrants and related affidavits for search or arrest; uses and maintains surveillance devices, photographic equipment, and recording equipment; assists other law enforcement agencies, including Federal, State, and local agencies on a request-to-assist basis; provides trial attorneys with assistance in evidence review and evaluation, as well as preparation of cases for trial; develops necessary information required by the exigent disclosure of information at or before

CHIEF DISTRICT ATTORNEY INVESTIGATOR - 2

trial or judgment; supervises or conducts investigations regarding a wide variety of criminal matters, including apprehension of suspected offenders; investigates white-collar crime, consumer fraud, official misconduct, insurance sales, corporate securities, stock and bond transactions, and false and misleading promotions; researches hidden assets and other specified areas as directed; investigates alleged violations of Revenue and Taxation Codes and Election Laws.

TYPICAL PHYSICAL REQUIREMENTS

Sit for extended periods; frequently stand and walk; sufficient manual dexterity and eye-hand coordination to operate special investigative equipment; ability to climb, stoop, crouch and kneel; lift and move objects weighing up to 50 pounds without assistance; corrected hearing and vision to normal range; verbal communication; use of office equipment including computers, telephones, calculators, copiers, and FAX.

TYPICAL WORKING CONDITIONS

Work is performed in office, outdoor, and driving environments; work is performed in varying temperatures; continuous contact with staff and the public.

DESIRABLE QUALIFICATIONS

Knowledge of:

- Investigative techniques and procedures.
- Criminal and civil law and court procedures.
- Laws of apprehension, arrest, and custody of persons accused of felonies and misdemeanors.
- Rules of evidence pertaining to search and seizure and the preservation of evidence.
- Interviewing techniques.
- Purposes, procedures, and legal constraints of the Grand Jury.
- Basic accounting procedures and their application to law enforcement and family support investigations.
- Use and care of firearms.
- Budget development and expenditure control.
- Work planning and scheduling.
- Principles of supervision, training, and employee evaluation.

Ability to:

- Plan, organize, direct, manage, and supervise the investigative functions of the District Attorney's Office.
- Supervise, train, coordinate, and evaluate the work of assigned staff.
- Develop and implement investigative policies and procedures.

CHIEF DISTRICT ATTORNEY INVESTIGATOR - 3

- Gather and analyze investigative data.
- Provide a variety of support for legal staff and other law enforcement agencies.
- Prepare clear, concise, and comprehensive investigative reports.
- Analyze financial and statistical data.
- Interpret and apply codes, laws, and court decisions regarding the proper gathering and preservation of evidence.
- Deal tactfully and courteously with people from a variety of cultural and ethnic backgrounds.
- Exercise good judgement in handling potential hostile individuals/situations.
- Effectively represent the District Attorney's Office in contacts with the public, other County staff, and other law enforcement agencies.
- Establish and maintain cooperative working relationships.

Training and Experience: Any combination of training and experience which would likely provide the required knowledge and abilities is qualifying. A typical way to obtain the required knowledge and abilities would be:

Two (2) years of experience performing criminal or civil investigations equivalent to District Attorney Investigator II with Amador County, including experience in a lead or supervisory capacity.

Completion of advanced education in criminology, law enforcement, or a closely related field is highly desirable.

Special Requirements:

Possession of a valid California Driver's license issued by the California Department of Motor Vehicles.

Possession of a valid Advanced POST certificate.

Successful completion of a POST-certified Supervisory Course.

Completion of Range Weapon training.

Board of Supervisors Agenda Item Report

Submitting Department: Human Resources

Meeting Date: May 12, 2020

SUBJECT

Modification of the Human Resources Technician job description in order to more accurately reflect the duties and requirements of the position. The salary will not change. This position is currently vacant, but will be advertised following approval with the revised description.

Recommendation:

Approve of the proposed changes

4/5 vote required:

No

Distribution Instructions:

File, HR

ATTACHMENTS

- [Human Resources Technician 2020 Draft no mark ups.pdf](#)
- [Human Resources Technician 2020 - DRAFT w markups.pdf](#)
- [HR Technician Memo.doc](#)

HUMAN RESOURCES TECHNICIAN

DEFINITION

Under general supervision, performs a variety of difficult, complex, and specialized program, office, administrative, and general support work for the County Human Resources Department. Provides information to the public and employees concerning recruitments, personnel rules, procedures, and risk and benefit programs; processes and maintains the official personnel records of the County.

DISTINGUISHING CHARACTERISTICS

This is a specialized single position classification which performs complex, technical, and specialized support functions for the County Human Resources Department. Incumbents are expected to learn personnel policies and procedures and benefit and risk programs to be able to respond accurately to inquiries from customers.

REPORTS TO

Human Resources Director

CLASSIFICATIONS DIRECTLY SUPERVISED

Positions in this class may be assigned work coordination, training, and lead work responsibilities for other support staff.

EXAMPLES OF DUTIES

- Serves as an office receptionist greeting office visitors and answering the telephone, providing information and referring calls and visitors to others as necessary. Performs a variety of responsible office support work such as filing, composing confidential correspondence, preparation of spreadsheets and data entry
- Plans and participates in the recruitment and selection process, prepares job announcements, writes employment advertisements, and develops promotional advertising materials to fill position vacancies
- Places media and Internet advertisements, including the use of HTML code
- Organizes selection processes, maintaining required documentation and sending notices to job candidates
- Responds to questions and inquiries from applicants as to the status of their applications;
- Assists in the review and processes changes in employment status, including new hires, promotions, reclassification, transfers, etc. to insure adherence with established Human Resources policies and procedures

- Assists Department Heads (both appointed and elected officials) and employees by researching, interpreting, responding to and resolving inquiries
- Conducts new hire orientations, briefing employees on County benefits, providing instruction on enrollment forms; and addressing questions regarding benefits and other issues
- Assists in the administration of the employee health, benefit and retirement programs
- Conducts the annual open enrollment for benefits, reviewing forms for accuracy and completeness and processing enrollment information
- Verifies purchase orders, processes claims and invoices, assists with the maintenance of work and time records
- Maintains security and confidentiality of all employment, personnel, benefit and leave records of all current and former County employees
- Assists in the preparation of mandated employment reports and records for the County, state and federal governments
- May conduct salary, fringe benefit and personnel practices surveys
- May conduct meetings and training as related to human resources functions and serve on committees and task-forces
- May prepare correspondence, reports and Board of Supervisors agenda items
- Coordinates required activities to support intern and volunteer recruitments; schedules interviews, and may represent Human Resources on some recruitment panels
- Performs office and administrative functions related to Human Resources and Risk Management functions
- Provides assistance in support of the county's risk management programs in such areas as insurance liability, workers compensation, and unemployment insurance
- Creates County identification cards and building access cards

TYPICAL PHYSICAL REQUIREMENTS

Sit for extended periods; frequently stand and walk; normal manual dexterity and eye-hand coordination; lift and move objects weighing up to 25 lbs., corrected hearing and vision to normal range; verbal communication; use of office equipment including computers, telephones, calculators, copiers, and FAX.

TYPICAL WORKING CONDITIONS

Work is performed in an office environment; continuous contact with staff and the public.

DESIRABLE QUALIFICATIONS

Knowledge of:

- Laws, rules and regulations applicable to the County's Human Resources programs
- General knowledge of recruitment and selection process
- General organization and functions of County government
- Basic personnel and benefit administration principles, practices, methods, and techniques
- Establishment and maintenance of filing and information retrieval systems
- Personal computers and software applications related to administrative support work
- Correct English usage, spelling, grammar, and punctuation
- Basic mathematics
- Principles of work coordination, organization and planning

Ability to:

- Perform difficult and complex work involving use of considerable amount of independent judgment
- Read, interpret, and apply a variety of rules, laws, policies and technical information
- Follow oral and written instructions
- Identify and handle confidential information
- Use a personal computer and appropriate software for word processing, recordkeeping, and administrative functions
- Deal tactfully and courteously with County staff, representatives of outside agencies, and the general public.
- Establish and maintain cooperative working relationships
- Maintain and update records and reports

TRAINING AND EXPERIENCE

Any combination of training and experience which would likely provide the required knowledge and abilities is qualifying. A typical way to obtain the required knowledge and abilities would be:

Two (2) years of responsible office and administrative support experience in Amador County or a minimum of five (5) years of previous administrative, office and general support work experience in a government or human resources office

SPECIAL REQUIREMENTS

None

HUMAN RESOURCES TECHNICIAN

DEFINITION

Under general supervision, performs a variety of difficult-, complex, and specialized program, office, administrative, and general support work for the County Human Resources Department and Risk Management Programs; ~~to prepare, process, assemble, and distribute material for recruitment and selection to fill vacancies; to ; Provides information to the public and employees concerning recruitments, personnel rules, procedures, and risk and benefit programs; processes and maintains the official personnel records of the County; and performs related work as required, prepare personnel transactions; to assist with the information gathering; to provide a variety of information about County Human Resources policies and procedures to the public and County staff; and to do related work as required.~~

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DISTINGUISHING CHARACTERISTICS

This is a specialized single position classification which performs complex, technical, and specialized support functions for the County Human Resources Department and Risk Management Programs. ~~Incumbents are expected to learn personnel policies and procedures and benefit and risk programs to be able to respond accurately to inquiries from customers.~~

REPORTS TO

Human Resources Director

CLASSIFICATIONS DIRECTLY SUPERVISED

Positions in this class may be assigned work coordination, training, and lead work responsibilities for other support staff.

EXAMPLES OF DUTIES

- Serves as an office receptionist greeting office visitors and answering the telephone, providing information and referring calls and visitors to others as necessary
- Performs a variety of responsible office support work such as filing, composing confidential correspondence, preparation of spreadsheets and data entry
- Plans and participates in the recruitment and selection process, prepares job announcements, writes employment advertisements, and develops promotional advertising materials to fill position vacancies
- Places media and Internet advertisements, including the use of HTML code
- Organizes selection processes, maintaining required documentation and sending notices to job candidates
- Responds to questions and inquires from applicants as to the status of their applications;

• Assists in the review and process changes in employment status, including new hires, promotions, reclassification, transfers, etc. to insure adherence with established Human Resources policies and procedures

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• Assists Department Heads (both appointed and elected officials) and employees by researching, interpreting, responding to and resolving inquiries

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• Conducts new hire orientations, briefing employees on County benefits, providing instruction on enrollment forms; and addressing questions regarding benefits and other issues

• Assists in the administration of the employee health, benefit and retirement programs

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• Conducts the annual open enrollment for benefits, reviewing forms for accuracy and completeness and processing enrollment information

~~• Develops bulletins and announcements for recruitment and selection processes to fill position vacancies~~

~~• Organizes selection processes, maintaining required documentation and sending notices to job candidates~~

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~~• Responds to questions and inquires from applicants as to the status of their applications; assists in the review and process changes in employment status, including new hires, promotions, reclassification, transfers, etc. to insure adherence with established Human Resources policies and procedures~~

• Verifies purchase orders, processes claims and invoices and assists with the maintenance of work and time records

• Maintains security and confidentiality of all employment, ~~and~~ personnel, benefit and leave records of all current and former County employees

• Assists in the preparation of mandated employment reports and records for the County, state and federal governments

• May conduct

• Conduct salary, fringe benefit and personnel practices surveys

~~• a variety of telephone and mail surveys; prepares survey replies~~

• May conduct meetings and training as related to human resources functions and serve on committees and task-forces

• May Prepare correspondence, reports and Board of Supervisors agenda items

• _____

• Coordinates required activities to support intern and volunteer recruitments; schedules interviews, and may represent Human Resources on some recruitment panels

- Performs office and administrative functions related to Human Resources and Risk Management functions
- Provides assistance in support of the county's risk management programs in such areas as insurance liability, workers compensation, and unemployment insurance
- Creates County identification cards and building access cards

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TYPICAL PHYSICAL REQUIREMENTS

Sit for extended periods; frequently stand and walk; normal manual dexterity and eye-hand coordination; lift and move objects weighing up to 25 lbs., corrected hearing and vision to normal range; verbal communication; use of office equipment including computers, telephones, calculators, copiers, and FAX.

TYPICAL WORKING CONDITIONS

Work is performed in an office environment; continuous contact with staff and the public.

DESIRABLE QUALIFICATIONS

Knowledge of:

- Laws, rules and regulations applicable to the County's Human Resources programs
- General knowledge of recruitment and selection process
- General organization and functions of County government
- Basic personnel and benefit administration principles, practices, methods, and techniques
- Establishment and maintenance of filing and information retrieval systems
- Personal computers and software applications related to administrative support work
- Correct English usage, spelling, grammar, and punctuation
- Basic mathematics
- Principles of work coordination, organization and planning

Ability to:

- Perform difficult and complex work involving use of considerable amount of independent judgment
- Read, interpret, and apply a variety of rules, laws, policies and technical information
- Follow oral and written instructions
- Identify and handle confidential information
- Use a personal computer and appropriate software for word processing, recordkeeping, and administrative functions
- Deal tactfully and courteously with County staff, representatives of outside agencies, and the general public.
- Establish and maintain cooperative working relationships

- Maintain and update records and reports

TRAINING AND EXPERIENCE

Any combination of training and experience which would likely provide the required knowledge and abilities is qualifying. A typical way to obtain the required knowledge and abilities would be:

Two (2) years of responsible office and administrative support experience in Amador County or a minimum of five (5) years of previous administrative, office and general support work experience in a government or human resources office

SPECIAL REQUIREMENTS

None



AMADOR COUNTY
HUMAN RESOURCES DEPARTMENT
• *Benefits* • *Personnel* • *Risk Management*
(209) 223-6361 (209) 223-6456 (209) 223-6392

County Administration Center
810 Court Street
Jackson, California 95642
Facsimile: (209) 223-6426
Website: www.co.amador.ca.us

TO: Board of Supervisors
FROM: Lisa Gaebe, Interim Human Resources Director
DATE: May 6, 2020, 2020
SUBJECT: Agenda Item for May 12, 2020 Board Agenda
Human Resources Technician Job Description

The Human Resources Technician job description has been modified to more accurately reflect the current duties and distinguishing characteristics of the position. There is no change in salary.

This position is within the Confidential Unit.

If the job description is not approved it will not contain the current job duties required for this classification.

Board of Supervisors Agenda Item Report

Submitting Department: Board of Supervisors

Meeting Date: May 12, 2020

SUBJECT

Township 2 Cemetery Board: Reappointment of Donald Slayton & Donald Smith to the subject Committee each for four (4) year terms

Recommendation:

Approve the Reappointments

4/5 vote required:

No

Distribution Instructions:

Appointee, File

ATTACHMENTS

-

Board of Supervisors Agenda Item Report

Submitting Department: Board of Supervisors

Meeting Date: May 12, 2020

SUBJECT

Historic Cemeteries Board:

Reappointment of Joseph Lagomarsino, Barbara McMahon, Cynthia Cass, Carolyn Fregulia, and Sabeth Ireland to the subject commission, all for 2 year terms.

Recommendation:

Approve the Reappointments

4/5 vote required:

No

Distribution Instructions:

File, Appointees; Auditor-Controller

ATTACHMENTS

-

Board of Supervisors Agenda Item Report

Submitting Department: Board of Supervisors

Meeting Date: May 12, 2020

SUBJECT

Appointment of Ms. Colly Pearson to the Amador County Commission on Aging

Recommendation:

Approve the Appointment

4/5 vote required:

No

Distribution Instructions:

File, Appointee

ATTACHMENTS

- [Colly Pearson Application.pdf](#)

COMMITTEE MEMBER APPLICATION FORM

Date APRIL 9, 2020

Please consider me for the following committee:

DISASTER/EMERGENCY SERVICES *and/or Health Services Commission on aging*

NAME: COLLY PEARSON

Mailing Address: P.O. BOX 27 MARTELL, CA 95654

Physical Address: 10 DONOU LAKE SUTTER CREEK, CA 95685

Business Address: COLLY PEARSON@YAHOO.COM

Telephone - Home: 209 267 5343

Work:

Please state briefly your qualifications and why you are interested in serving on this committee (use additional sheet of paper, if necessary):

I AM A REGISTERED NURSE WITH A GREAT CAREER OF ADVOCATING FOR PEOPLE WITH MEDICAL NEEDS. COMPLICATED ISSUES HAVE BEEN A SPECIALTY.

MANAGEMENT OF MULTIPLE TEAMS AND TRAVEL TO SPEAK ON THE BEHALF OF PEOPLE NEEDING MEDICAL ASSISTANCE HAS BEEN A BLESSING FOR ME.

I WOULD SO APPRECIATE BEING ABLE TO ASSIST PEOPLE IN OUR COMMUNITY AND TO WORK ALONGSIDE OF OTHERS WHO FEEL THAT COMMITMENT AS WELL. THANK YOU FOR YOUR CONSIDERATION.

Signature Colly Pearson

*Please be aware this completed form may be released to any member of the public or media upon request.

-FOR CLERKS USE ONLY-

Application Accepted

Application Rejected

Date Appointed _____

Committee Number _____

Term Expires _____

Supervisory District _____