

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

SPECIAL MEETING AGENDA

DATE: Thursday, February 29, 2024
TIME: 9:00 AM
LOCATION: COUNTY ADMINISTRATION CENTER
CONFERENCE ROOM C
810 Court Street
Jackson, CA 95642

CALL TO ORDER:

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 topic.

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

APPROVAL OF ITEMS ON THE 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).

1. CONSENT AGENDA:

- 1.a. General Services Administration: ITB 23-30 Carbondale Road Bridge Replacement Project Over Willow Creek
Suggested Action: 1) Award Invitation to Bid ITB 23-30 Carbondale Road Bridge Replacement Project Over Willow Creek to Consolidated Engineering Inc., in an amount not to exceed \$2,466,295.60 and; 2) Authorize the Board Chairman to sign the construction contract based upon the standard sample contract (attached) contingent upon County Counsel and the Director of Public Works approval and; 3) Delegate authority to the Public Works Director to accept completion of the work and sign and record a Notice of Completion if no liens or stop notices have been served within the thirty (30) day period and; 4) Authorize the Board Chair to sign the agreement and release of claims upon completion of the project and authorize the Public Works Director to release retention and final payment to the contractor.
[ITB 23-30 BOS Memo.pdf](#)
[ITB 23-30 Bid Receipt Log.pdf](#)
[ITB 23-30 PW Evaluation Memo.pdf](#)
[ITB 23-30 Bid Estimate Summary.pdf](#)
[ITB 23-30 Bid Evaluation Form.pdf](#)
[ITB 23-30 Sample Contract.pdf](#)

ADJOURNMENT: UNTIL TUESDAY, MARCH 12, 2024 AT 9:00 A.M. (CLOSED SESSION BEGINS AT 8:30 A.M.)

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. Pursuant to Government Code 54957.5, all materials relating to an agenda item for an open session of a regular meeting of the Board of Supervisors which are provided to a majority or all of the members of the Board by Board members, staff or the public within 72 hours of but prior to the meeting will be available for public inspection, at and after the time of such distribution, in the office of the Clerk of the Board of Supervisors, 810 Court Street, Jackson, California 95642, Monday through Friday, between the hours of 8:00 a.m. and 5:00 p.m., except for County holidays. Materials distributed to a majority or all of the members of the Board at the meeting will be available for public inspection at the public meeting if prepared by the members of the Board or County staff and after the public meeting if prepared by some other person. Availability of materials related to agenda items for public inspection does not include materials that are exempt from public disclosure under Government Code sections 6253.5, 6254, 6254.3, 6254.7, 6254.15, 6254.16, or 6254.22.

(AGENDA)

(February 29, 2024)

Board of Supervisors Agenda Item Report

Submitting Department: General Services Administration

Meeting Date: February 29, 2024

SUBJECT

General Services Administration: ITB 23-30 Carbondale Road Bridge Replacement Project Over Willow Creek

Recommendation:

1) Award Invitation to Bid ITB 23-30 Carbondale Road Bridge Replacement Project Over Willow Creek to Consolidated Engineering Inc., in an amount not to exceed \$2,466,295.60 and; 2) Authorize the Board Chairman to sign the construction contract based upon the standard sample contract (attached) contingent upon County Counsel and the Director of Public Works approval and; 3) Delegate authority to the Public Works Director to accept completion of the work and sign and record a Notice of Completion if no liens or stop notices have been served within the thirty (30) day period and; 4) Authorize the Board Chair to sign the agreement and release of claims upon completion of the project and authorize the Public Works Director to release retention and final payment to the contractor.

4/5 vote required:

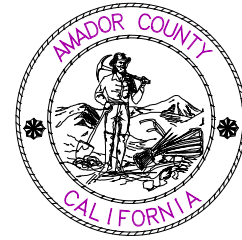
No

Distribution Instructions:

Jon Hopkins - GSA, Richard Vela - Public Works Director, Mark Hopkins - Senior Project Manager

ATTACHMENTS

- [ITB 23-30 BOS Memo.pdf](#)
- [ITB 23-30 Bid Receipt Log.pdf](#)
- [ITB 23-30 PW Evaluation Memo.pdf](#)
- [ITB 23-30 Bid Estimate Summary.pdf](#)
- [ITB 23-30 Bid Evaluation Form.pdf](#)
- [ITB 23-30 Sample Contract.pdf](#)



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

MEMORANDUM

TO: Board of Supervisors

FROM: Danielle Whitaker, Support Services Director 

DATE: February 27, 2024

RE: **ITB 23-30 Carbondale Road Bridge Replacement Project Over Willow Creek**

Bids for ITB 23-30 Carbondale Road Bridge Replacement Project Over Willow Creek were received, opened and read publicly on Thursday, February 8, 2024, at 1:30 P.M. See the attached Bid Receipt Log.

Analysis: Eleven (11) bids were received. The bid submitted by the lowest bidder Consolidated Engineering Inc., located in Valley Springs, CA was for \$2,466,295.60, below the engineer's estimate of \$2,733,952.10. See the attached memo from Mark Hopkins, Senior Project Manager, with additional details of the engineer's estimate, evaluation of the low bidder's costs and DBE goals for this project.

In addition to our legal ads, seven hundred, fifty-six (756) notifications were emailed via Public Purchase. One hundred-two (102) vendors accessed the information and eleven (11) vendors provided bids. Attached is the department evaluation memo, bid evaluation form, and bid estimate summary for the eleven (11) bids received.

Alternatives: None are recommended

Fiscal or Staffing Impacts: Budgeted-Federal Highway Administration (FHWA) Funding

4/5ths vote: N/A

Recommendation: **1)** Award Invitation to Bid ITB 23-30 Carbondale Road Bridge Replacement Project Over Willow Creek to Consolidated Engineering Inc., in an amount not to exceed \$2,466,295.60 and; **2)** Authorize the Board Chairman to sign the construction contract based upon the standard sample contract (attached) contingent upon County Counsel and the Director of Public Works approval and; **3)** Delegate authority to the Public Works Director to accept completion of the work and sign and record a Notice of Completion if no liens or stop notices have been served within the thirty (30) day period and; **4)** Authorize the Board Chair to sign the agreement and release of claims upon completion of the project and authorize the Public Works Director to release retention and final payment to the contractor.

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
PW Evaluation Memo
Bid Estimate Summary
Bid Evaluation Form
Sample Contract

GENERAL SERVICES ADMINISTRATION

Purchasing Division

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

LOCATION: 12200-B Airport Road, Martell, CA 95654

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



BID/REQUEST FOR PROPOSAL RECEIPT LOG

Bid/RFP Solicitation No. ITB 23-30

Project Title: Carbondale Road Bridge Replacement Project

BID/RFP DUE DATE: 2/8/2024

DUE TIME: 1:30 PM

FACILITATOR: Transportation & Public Works **LOCATION:** 12200-B Airport Road, Martell, CA 95654

No.	Vendor Information	Amount
1	Vendor Name: <u>Steelhead Constructors JV</u> City/State: <u>Redding, CA</u> Date/Time Received: <u>2-8-24 @ 8:50</u> Received By: <u>RM</u>	\$ <u>3,157,165.00</u>
2	Vendor Name: <u>TSI Engineering Inc.</u> City/State: <u>North Highlands, CA</u> Date/Time Received: <u>2-8-24 @ 12:48</u> Received By: <u>DW</u>	\$ <u>3,399,786.00</u>
3	Vendor Name: <u>MCM Construction</u> City/State: <u>North Highlands, CA</u> Date/Time Received: <u>2-8-24 @ 1:18</u> Received By: <u>RM</u>	\$ <u>3,533,161.00</u>
4	Vendor Name: <u>Myers & Sons Construction</u> City/State: <u>Sacramento, CA</u> Date/Time Received: <u>2-8-24 @ 1:24</u> Received By: <u>RM</u>	\$ <u>3,643,600.00</u>

No.	Vendor Information	Amount
5	Vendor Name: <u>Consolidated Engineering Inc.</u> City/State: <u>Valley Springs, CA</u> Date/Time Received: <u>2-8-24 @ 1:24</u> Received By: <u>SK</u>	\$ <u>2,466,295.⁶⁰</u>
6	Vendor Name: <u>Viking Construction</u> City/State: <u>Rancho Cordova, CA</u> Date/Time Received: <u>2-8-24 @ 1:25</u> Received By: <u>SK</u>	\$ <u>2,991,950.⁵⁰</u>
7	Vendor Name: <u>Soracco</u> City/State: <u>Lodi, CA</u> Date/Time Received: <u>2-8-24 @ 1:26</u> Received By: <u>SK</u>	\$ <u>3,322,533.⁰⁰</u>
8	Vendor Name: <u>M.A. Steiner Construction</u> City/State: <u>Orangerale, CA</u> Date/Time Received: <u>2-8-24 @ 1:26</u> Received By: <u>SK</u>	\$ <u>2,651,881.⁰⁰</u>
9	Vendor Name: <u>SMCI</u> City/State: <u>Sonora, CA</u> Date/Time Received: <u>2-8-24 @ 1:27</u> Received By: <u>SK</u>	\$ <u>3,368,554.⁰⁰</u>
10	Vendor Name: <u>Bridgeway Civil Constructors</u> City/State: <u>Vacaville, CA</u> Date/Time Received: <u>2-8-24 @ 1:27</u> Received By: <u>SK</u>	\$ <u>3,223,997.⁰⁰</u>

No.	Vendor Information	Amount
11	Vendor Name: <u>Joseph L. Albanese Inc.</u> City/State: <u>Santa clara, CA</u> Date/Time Received: <u>2-8-24 @ 1:29</u> Received By: <u>SK</u>	\$ <u>3,399,663.50</u>
12	Vendor Name: _____ City/State: _____ Date/Time Received: _____ Received By: _____	\$ _____
13	Vendor Name: _____ City/State: _____ Date/Time Received: _____ Received By: _____	\$ _____
14	Vendor Name: _____ City/State: _____ Date/Time Received: _____ Received By: _____	\$ _____
15	Vendor Name: _____ City/State: _____ Date/Time Received: _____ Received By: _____	\$ _____
16	Vendor Name: _____ City/State: _____ Date/Time Received: _____ Received By: _____	\$ _____



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: Jon Hopkins, GSA Director
FROM: Mark Hopkins, Senior Project Manager
DATE: February 29, 2024
SUBJECT: Bid Evaluation
ITB 23-30 Carbondale Road Bridge Replacement Project

The Department of Transportation and Public Works (Department) has reviewed the bids received for ITB 23-30 and attached the standard summary and evaluation forms. The Department received eleven (11) bids ranging from \$2,466,295.60 to \$3,669,100.00, with the apparent low bid submitted by Consolidated Engineering Inc. The Engineers Estimate included an approximate ten (10) percent contingency. The advertised Engineer's Estimate was \$2,733,952.10. The lowest bid received is approximately nine and one half (9.5) percent lower than the Engineer's Estimate. In addition, one other bid was below the advertised Engineer's Estimate, with nine bids above.

The DBE Goal for this project was set by Caltrans at 22%, the lowest bid was at 15%. The other lowest bids did not meet the DBE Goal. With the advertised Engineer's Estimate as a baseline, the Department analyzed and evaluated all bids received for this project and review the four lowest bidders DBE documentation. Below is a summary of the analyses/observations from the bid spreadsheet:

1. The Contractors bid item costs were not consistent across the board.
2. The cost estimate was prepared using the latest Contract Cost Data compiled by Caltrans for projects in District 10, which includes Amador County.
3. It is difficult to predict volatility that may occur on a project with these characteristics.
4. In conclusion, it's difficult to explain the significant variations. Some contractors will weigh unit prices high on items they feel they can increase quantities on in construction.

The evaluation reviewed all cost bid items, such as, Hot Mix Asphalt (Type A), Structural Concrete Bridge, and Bridge Removal for the project. The unit prices submitted by Consolidated Engineering Inc. were \$138.00 per ton, \$1,755.00 per cubic yard, and \$20,000 respectively. The Engineer's Estimate was \$340.00 per ton, \$2,000.00 per cubic yard and \$75,000.00 for those items respectively. All bid items from bidders were reviewed and within reason. All bid items varied.

After the evaluation Consolidated Engineering Inc. is an acceptable low-bidder for this project. Please contact me with any questions or concerns.

Attachments:

Bid Estimate Summary for ITB 23-30 Carbondale Road Bridge Replacement Project
ITB 23-30 Bid Evaluation Sheet

BID ESTIMATE SUMMARY

Carbondale Road Bridge Replacement Project

Federal-Aid Project: BRLO - 5926(055)				County Project Number 3000-5625				Steelhead Constructors JV		TSI Engineering Inc.		MCM Construction		Myers & Sons Construction		Consolidated Engineering Inc.		Viking Construction		Soracco		M. A. Steiner Construction		SMCI		Bridgeway Civil Constructors		Joseph L Albanese Inc	
ITEM NO.	ITEM CODE	ITEM DESCRIPTION	UNIT	QTY	Engineer's Unit Price	Engineer's Estimate	UNIT PRICE	COST	UNIT PRICE	COST	UNIT PRICE	COST	UNIT PRICE	COST	UNIT PRICE	COST	UNIT PRICE	COST	UNIT PRICE	COST	UNIT PRICE	COST	UNIT PRICE	COST	UNIT PRICE	COST	UNIT PRICE	COST	
71		MOBILIZATION (10%)	LS	1	\$ 224,856.00	\$ 224,856.00	\$ 300,000.00	\$ 300,000.00	\$ 298,585.40	\$ 298,585.40	\$ 350,000.00	\$ 350,000.00	\$ 340,240.00	\$ 340,240.00	\$ 205,000.00	\$ 205,000.00	\$ 290,000.00	\$ 290,000.00	\$ 180,000.00	\$ 180,000.00	\$ 264,000.00	\$ 264,000.00	\$ 300,000.00	\$ 300,000.00	\$ 320,000.00	\$ 320,000.00	\$ 335,000.00	\$ 335,000.00	
		SUBTOTAL =				\$ 2,485,411.00	\$ 3,157,165.00	\$ 3,399,786.00	\$ 3,533,161.00	\$ 3,669,100.00	\$ 2,466,295.60	\$ 2,991,950.50	\$ 3,322,533.00	\$ 2,655,381.00	\$ 3,368,554.00	\$ 3,223,997.00	\$ 3,398,963.50												
							Proposal \$ 3,157,165.00	Proposal \$ 3,399,786.00	Proposal \$ 3,533,161.00	Proposal \$3,643,600.00	Proposal \$ 2,466,295.60	Proposal \$ 2,991,950.50	Proposal \$ 3,322,533.00	Proposal \$ 2,651,881.00	Proposal \$ 3,368,554.00	Proposal \$ 3,223,997.00	Proposal \$ 3,399,663.50												
		CONTINGENCY (10%) =		\$ 248,541.10																									
		CONSTRUCTION TOTAL =		\$ 2,733,952.10																									
							15.48%	24.35%	29.23%	34.20%	-9.79%	9.44%	21.53%	-2.87%	23.21%	17.92%	24.32%												

Items 85-97 : Non-participating AWA Items
 Portion of Mobilization (% of total)
 Subtotal:
 Contingency, 10%
 Total:

BID EVALUATION - Exhibit A

February 9 - February 26

Bid Division: **Transportation and Public Works**
 Project Name: **Carbondale Road Bridge Replacement Project**
 Location: **Carbondale Road and Forest Home Road**
 Bid No.: **ITB 23-30**

Note: Unless otherwise noted below, all bid packages were sealed and delivered to
 GSA in Martell at or before 1:30 PM on February 8, 2024.
These bids will receive GSA Director review and consideration on: February 29, 2024 (Target date).

Apparent Low Bidder: Consolidated Engineering Inc. Second low bidder: M. A. Steiner Construction

Bidder name	Consolidated Engineering Inc.	M. A. Steiner Construction	Viking Construction	Steelhead Construction					
Bid Price (As submitted)	\$2,466,295.60	\$2,651,881.00	\$2,991,950.50	\$3,157,165.00					
Bid Price (As confirmed by staff)	\$2,466,295.60	\$2,655,381.00	\$2,991,950.50	\$3,157,165.00					
Bid Form Complete / Consistent	X	#4 (Bid Amount not written)	X	X					
Bidder's Bond	X	X	X	X					
Signature Acknowledgement	X	X	X	X					
Insurance/ Surety	X	X	X	X					
Equal Employment (bidder due w bid subs due 4 days)	X	X	#2 (No Sub Doc)	#2 (No Sub Doc)					
Public Contract Code	X	X	X	X					
Sub-Contractor Listing	X	X	X	X					
Contractors License	X	X	X	X					
DUNS # provided	X	X	#1	X					
Prime Registered w DIR	X	X	X	X					
Contact Info / Bid Signed	X	X	X	X					
Subs Registered w/ DIR	X	X	X	X					

x Submitted and Acceptable

Prepared by: Mark Hopkins

Notes:

Information reviewed by GSA Director, Transportation and Public Works Director & County Counsel

#1	No DUNS Number provided. I looked it up, they do not have one. DUNS Number not required.
#2	Completed for prime only.
#3	Form incomplete. Section 10285.1 statement has not been checked.
#4	Items on a document is missing

CONSTRUCTION CONTRACT

Bid No. 23-30

THIS CONSTRUCTION CONTRACT (this "Contract") is made this **29** day of **February, 2024**, by and between **Consolidated Engineering Inc.** ("Contractor"), whose place of business is at **5860 Amos Lane Valley Springs, CA 95252**, and the County of Amador, a political subdivision of the State of California ("County").

WHEREAS, County awarded to Contractor the following contract:

Bid No.: 23-30

Job Title: Carbondale Road Bridge Replacement Project

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

Article 1. The Work

Contractor shall provide, furnish and perform all necessary permitting and support services, construction, clean-up, and all other building services of any type, provide and furnish all necessary supplies, materials and equipment (except those to be provided by the County, if any) and all necessary supervision, labor, and services required for the complete construction and all necessary installation, start-up and testing required for the Amador County **Carbondale Road Bridge Replacement Project**, as more particularly described in the Contract Documents (hereinafter, the all-inclusive obligations of Contractor set forth in this sentence shall be referred to as the "Work").

Article II. Contract Time

- 2.1 Contractor shall begin the Work within fifteen (15) calendar days after receipt of a Notice to Proceed from County's Project Manager, and shall diligently prosecute the Work to completion in strict accordance with the Contract Documents.
- 2.2 Contractor shall carry out the Work at all times with the greatest possible dispatch and complete the entire Work under this Contract within the working days set forth in the Contract Specifications (the "Completion Date").
- 2.3 The County and Contractor recognize that time is of the essence of this Contract and that County will suffer financial loss in the form of lost revenues, contract administration expenses, and other expenses if the Work is not completed within the time specified in paragraph 2.2 above, plus any extensions allowed in accordance with the Contract Documents. Contractor and the County agree that because of the nature of the Work, it would be impractical or extremely difficult to fix the amount of actual damages incurred by the County because of a delay in completion of the Work.

Accordingly, the County and Contractor agree that Contractor shall pay the County liquidated damages in accordance with the Contract Specifications.

- 2.3 Liquidated damages for delay shall only cover and be in lieu of the actual damages suffered by the County as a result of delay referenced above. Liquidated damages shall not cover the cost of completion of the Work, damages resulting from defective work, cost of temporary replacement facilities, damages suffered by others who then seek to recover their damages from the County (for example, delay claims of other contractors or subcontractors), and defense costs thereof.

Article III. Contract Price

- 3.1 The County shall pay Contractor for performance of the Work a fixed price in the amount of **\$2,466,295.60**, subject to additions and deductions by Change Order as provided in the Contract Documents. Such fixed price sum is referred to as "Guaranteed Maximum Price" or "G.M.P." and shall constitute the Contract Price.
- 3.2 The Contract Price is all inclusive and includes all Work; all federal, state, and local taxes on materials and equipment, and labor furnished by Contractor, its subcontractors, subconsultants, architects, engineers, and vendors or otherwise arising out of Contractor's performance of the Work, including any increases in any such taxes during the term of this Contract; and any duties, fees, and royalties imposed with respect to any materials and equipment, labor or services. The taxes covered hereby include (but are not limited to) occupational, sales, use, excise, unemployment, FICA, and income taxes, customs, duties, and any and all other taxes on any item or service that is part of the Work, whether such taxes are normally included in the price of such item or service or are normally stated separately. Notwithstanding the foregoing, each party shall bear such state or local inventory, real property, personal property or fixtures taxes as may be properly assessed against it by applicable taxing authorities.

Article IV. Project Manager and Construction Manager

- 4.1 The Project Manager/Engineer shall be the County's Director of Transportation and Public Works or his or her designee. The Project Manager/Engineer shall have the authority to stop work immediately on the job if hazardous or detrimental conditions are suspected, and shall represent the County in all matters pertaining to this Contract except where approval by the Board of Supervisors is specifically required.
- 4.2 The County may assign part of the Project Manager/Engineer's rights, responsibilities and duties to a Construction Manager. Project Manager/Engineer shall inform Contractor of such assignment and the extent of Construction Manager's authority.

Article V. Contractor's Representations and Warranties

In order to induce the County to enter into this Contract, Contractor makes the following representations and warranties:

- 5.1 Contractor has visited the site and has examined thoroughly and understood the nature and extent of the Work, locality, actual conditions, as built conditions, and all local conditions and federal, state and local laws and regulations that in any manner may affect cost, progress, performance or furnishing of Work or which relate to any aspect of the design and the means, methods, techniques, sequences or procedures of construction to be employed by Contractor and safety precautions and programs incident thereto.
- 5.2 Contractor has considered the physical conditions at or contiguous to the site or otherwise that may affect the cost, progress, performance or furnishing of the Work, as Contractor considers necessary for the performance or furnishing of the Work at the Contract Price, within the Contract Time and in accordance with the other terms and conditions of Contract Documents, including specifically the provisions of the Contract Specifications.

Article VI. Contract Documents

- 6.1 Contract Documents. The Contract Documents comprise the entire agreement between the County and Contractor concerning the Work, and consist of the following, each of which is on file in the office of the Amador County Department of Transportation and Public Works. All Contract Documents relating to this project are hereby made a part of and incorporated herein by reference into this Contract. The Contract Documents include:
- a) Invitation to Bid No. 23-30 and Bid from successful bidder;
 - b) Construction Contract;
 - c) Contract Specifications;
 - d) Project Plans;
 - e) Escrow Agreement, if any;
 - f) Standard Specifications and Standard Plans of the California Department of Transportation dated 2022 and as subsequently revised;
 - g) Agreement and Release of Any and All Claims;
 - h) Contractor, Subcontractor and Subconsultant List;
 - i) Notice to Proceed;
 - j) Construction Performance Bond; and,
 - k) Construction Labor and Material Payment Bond.
- 6.2 There are no Contract Documents other than those listed above in this Article VI. The Contract Documents may only be amended, modified or supplemented as provided in the Contract Specifications. In the event of a conflict between the Contract Specifications and the Caltrans standard specifications, the Contract Specifications shall prevail.

Article VII. Miscellaneous

- 7.1 Terms used in this Contract are defined in the Contract Specifications, and will have the meaning indicated therein.
- 7.2 It is understood and agreed that in no instance is any party signing this Contract for or on behalf of the County or acting as an employee or representative of the County liable on this Contract, or upon any warranty of authority, or otherwise, and it is further understood and agreed that liability of the County is limited and confined to such liability as authorized or imposed by the Contract Documents or applicable law.
- 7.3 The successful bidder shall not discriminate against any employee or applicant for employment because of race, creed, color, national origin or ancestry, physical handicap, mental condition, marital status or sex. The 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. The Contractor shall also comply with the California Fair Employment and Housing Act (Government Code, Section 12900 and following).
- 7.4 Title to Materials. All material resulting from removal work, except as specified otherwise, shall become the property of the Contractor and shall be disposed of in accordance with Federal, State and local regulations and the Contract Documents.
- 7.5 Assignment. This Contract shall not be assigned nor shall any work to be performed herein by Contractor or Subcontractor or money due or to become due be assigned without express written consent by the Board of Supervisors of Amador County.

- 7.6 Contractor shall indemnify, defend (upon the request of the County) and hold harmless County and County's agents, board members, elected and appointed officials and officers, employees, volunteers and authorized representatives from any and all losses, liabilities, charges, damages, claims, liens, causes of action, awards, judgments, costs, and expenses (including, but not limited to, reasonable attorney's fees of County Counsel and counsel retained by County, expert fees, costs and staff time, and investigation costs) of whatever kind or nature (collectively "Claims"), that arise out of or are in any way connected with the performance of this Contract by Contractor or Contractor's officers, agents, employees, independent contractors, subcontractors, or authorized representatives. 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 the County, and any workers' compensation claim or suit arising from or connected with any services performed pursuant to this Contract on behalf of Contractor by any person or entity.
- 7.7 In entering into a public contract or a subcontract to supply goods, services or materials pursuant to a public contract, the Contractor or subcontractor offers and agrees to assign to the awarding body all rights, title and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. § 15) or under the Cartwright Act, (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, services or materials pursuant to the public works contract or the subcontract. This assignment shall be made and become effective at the time the County tenders final payment to the Contractor, without further acknowledgment by the parties.
- 7.8 The Work is a "public work" as defined in the California Labor Code, for which payment of prevailing wages is required. Copies of the general prevailing rates of per diem wages for each craft, classification, or type of worker needed to execute the Contract, as determined by Director of the State of California Department of Industrial Relations, are available on file at the County office, and shall be made available to any interested party on request.
- 7.9 Pursuant to Government Code section 8546.7, the performance of any work under this Contract is subject to the examination and audit of the State Auditor at the request of County or as part of any audit of County for a period of three years after final payment under the Contract. Each party hereto shall retain all records relating to the performance of the Work and the administration of the Contract for three-years after final payment hereunder.
- 7.10 This Contract shall be deemed to have been entered into in the County of Amador, and governed in all respects by California law.

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

COUNTY OF AMADOR:

CONTRACTOR:

By:

Chairman, Board of Supervisors

By: _____

Title: _____

Federal I.D. number _____

APPROVED AS TO FORM:
GREGORY GILLOT
County Counsel of Amador County

ATTEST:
JENNIFER BURNS
Clerk of the Board of Supervisors

By:

By: _____