

AGENDA TRANSMITTAL FORM

To: **Board of Supervisors**

Date: September 3, 2013

Resol.

<input type="checkbox"/>	Regular Agenda
<input checked="" type="checkbox"/>	Consent Agenda
<input type="checkbox"/>	Blue Slip
<input type="checkbox"/>	Closed Session
Meeting Date Requested:	
<u>September 10, 2013</u>	

From: George E. Allen, Deputy Registrar of Voters
(Department Head - please type)

Phone Ext. 465

Department Head Signature *George E. Allen*

Agenda Title: Resolution Accepting the Canvass of Results of Votes Cast at the Jackson Valley Irrigation District Election Held on August 27, 2013

Summary: (Provide detailed summary of the purpose of this item; attach additional page if necessary)
Certification of the August 27, 2013 Jackson Valley Irrigation District Election

Recommendation/Requested Action:

N/A

Fiscal Impacts (attach budget transfer form if appropriate)

Staffing Impacts None

Is a 4/5ths vote required? Yes No

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

Committee Review? N/A

Name _____

Committee Recommendation: _____

Comments: _____

Request Reviewed by:

Chairman _____

Counsel GO

Auditor *EJA*

GSA Director *hop*

CAO *[Signature]*

Risk Management *[Signature]*

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

Elections

FOR CLERK USE ONLY

Meeting Date September 10, 2013 Time 9 a.m. Item # 3A

Board Action: Approved Yes ___ No ___ Unanimous Vote: Yes ___ No ___

Ayes: _____ Resolution _____ Ordinance _____ Other: _____

Noes: _____ Resolution _____ Ordinance _____

Absent: _____ Comments: _____

Distributed on _____
Completed by _____
A new ATF is required from _____ Department _____ For meeting _____ of _____

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

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

IN THE MATTER OF

RESOLUTION ACCEPTING THE CANVASS OF)
RESULTS OF VOTES CAST AT THE GENERAL) RESOLUTION NO. 13-XXX
DISTRICT ELECTION HELD ON AUGUST 27,)
2013 IN THE JACKSON VALLEY IRRIGATION)
DISTRICT BY ALL-MAIL-BALLOT)

WHEREAS, the election returns for the General District Election held on August 27, 2013, in the Jackson Valley Irrigation District have this day been presented to this Board by Registrar of Voters Kimberly L Grady, following her canvass of same as directed by said Board;

NOW, THEREFORE, BE IT RESOLVED, that the canvass of returns of the vote-by-mail ballots, as delineated in Exhibit A attached hereto and made a part hereof is hereby approved.

BE IT FURTHER RESOLVED that Todd Ohm, and Edwin Gonzalez, having received a plurality of the votes cast are hereby declared elected.

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 September, 2013, by the following vote:

AYES:

NOES:

ABSENT:

Chairman, Board of Supervisors

ATTEST:

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

Deputy

EXHIBT "A"
Statement of All Votes Cast
Jackson Valley Irrigation District
County of Amador, State of California
General District Election
August 27, 2013

Director: Vote for no more than TWO

NORMAN D. BORTH	44
EDWIN GONZALEZ*	49
TODD OHM*	52
Write-In	0

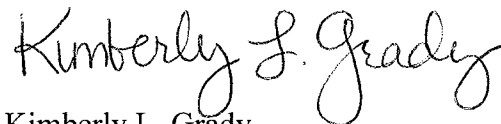
*Elected

Ballots Cast:

84

I, Kimberly L Grady, Ex-Officio Registrar of Voters of Amador County, do hereby certify that, the Statement of the Votes cast for each candidate in the Jackson Valley Irrigation District General District Election, and the totals shown for each candidate are full, true and correct.

WITNESS my hand and Official Seal this 3rd day of September, 2013.



Kimberly L. Grady
County Clerk\Registrar of Voters

AGENDA TRANSMITTAL FORM

<input type="checkbox"/>	Regular Agenda
<input checked="" type="checkbox"/>	Consent Agenda
<input type="checkbox"/>	Blue Slip
<input type="checkbox"/>	Closed Session
Meeting Date Requested:	
09/10/13	

To: **Board of Supervisors**

Date: September 4, 2013

Resol

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

Phone Ext. 470

Department Head Signature _____

Agenda Title: Declaring the month of September 2013 as "Prostate Cancer Awareness Month"

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

Approval of a Resolution declaring the month of September 2013 as "Prostate Cancer Awareness Month."

Recommendation/Requested Action:

Approval

Fiscal Impacts (attach budget transfer form if appropriate)

Staffing Impacts

Is a 4/5ths vote required? Yes No

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

Committee Review? N/A

Name _____

Committee Recommendation: _____

Comments: _____

Request Reviewed by:

Chairman _____ Counsel _____

Auditor _____ GSA Director _____

CAO _____ Risk Management YSA

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

FOR CLERK USE ONLY

Meeting Date September 10, 2013 Time 9 a.m. Item # 3B

Board Action: Approved Yes ___ No ___ Unanimous Vote: Yes ___ No ___

Ayes: _____ Resolution _____ Ordinance _____ Other: _____

Noes: _____ Resolution _____ Ordinance _____

Absent: _____ Comments: _____

Distributed on _____
Completed by _____

A new ATF is required from _____
Department _____
For meeting _____
of _____

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

ATTEST: _____
Clerk or Deputy Board Clerk

Save

THEREFORE BE IT RESOLVED that the Amador County Board of Supervisors designate September 2013 as Prostate Cancer Awareness Month.

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 September, 2013 by the following vote:

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

NOES: None

ABSENT: None

Richard M. Forster, Chairman

ATTEST:

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

Deputy

AGENDA TRANSMITTAL FORM

To: Board of Supervisors

Date: August 27, 2013

From: Aaron Brusatori, P.E.
(Department Head - please type)

Agmt.

Phone Ext. 429

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

Meeting Date Requested:

9-10-13

Department Head Signature AB

Agenda Title: First Amendment - Consultant Agreement Drake Haglan and Assoc. - Bridge Preventative Maintenance Program

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

The first amendment is prepared to make changes to the Scope and Cost Estimate of our April 23, 2013 Agreement with Drake Haglan and Associates. The Carbondale Road Bridge maintenance work has been deemed more appropriately funded under Federal Aid rehabilitation or replacement programs. Therefore, further engineering for preventative maintenance work for Carbondale Bridge is being removed from this agreement. The amount of this agreement will be reduced from \$229,900 to \$63,345.

Recommendation/Requested Action:

Approval of Amendment 1 to the Drake Haglan and Associates agreement and endorsement by the Chairman.

Fiscal Impacts (attach budget transfer form if appropriate)

Staffing Impacts None

None

Is a 4/5ths vote required?

Yes No

Committee Review?

N/A

Name _____

Committee Recommendation: _____

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

Comments: _____

Request Reviewed by:

Chairman _____

Counsel GB

Auditor ED

GSA Director ADP

CAO AB

Risk Management Wes

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

DOT & PW, Counsel ; Risk

FOR CLERK USE ONLY

Meeting Date

September 10, 2013

Time

9 a.m.

Item #

4A

Board Action: Approved Yes ___ No ___ Unanimous Vote: Yes ___ No ___

Ayes: _____ Resolution _____ Ordinance _____ Other: _____

Noes: _____ Resolution _____ Ordinance _____

Absent: _____ Comments: _____

Distributed on _____

A new ATF is required from _____

Department

Completed by _____

For meeting

of _____

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

ATTEST: _____

Clerk or Deputy Board Clerk

Save

**FIRST AMENDMENT TO AGREEMENT BETWEEN AMADOR COUNTY AND
DRAKE HAGLAN and ASSOCIATES, INC. FOR PROFESSIONAL CONSULTING
SERVICES**

THIS FIRST AMENDMENT TO THE CONSULTING SERVICES AGREEMENT (this “First Amendment”) is made as of September 10, 2013 by and between COUNTY OF AMADOR, a political subdivision of the State of California (“County”) and Drake Haglan, Inc., a California corporation (“Consultant”).

RECITALS

A. County and Consultant executed an Agreement For Professional Consulting Services (the “Original Agreement”) dated April 23, 2013 whereby Consultant agreed to provide certain professional services upon the terms and conditions set forth in the Original Agreement. The Original Agreement is referred to herein as the “Agreement.”

B. County and Consultant desire to modify the Agreement as set forth in this First Amendment.

NOW, THEREFORE, the parties agree as follows:

1. Section 6.8 of Section 6 the Agreement “COMPENSATION TO CONSULTANT” is amended by reducing the total amount to **Sixty-Three Thousand Three Hundred Forty-Five Dollars (\$63,345)**

2. Section 6.2 of Section 6 the Agreement “COMPENSATION TO CONSULTANT” is amended by reducing the fixed fee portion of the total amount to **Three Thousand Eight Hundred Six Dollars (\$3,806)**

3. Attachment A – The Scope of Work in the Agreement has changed to that found attached to this First Amendment. Among other items, all references to *Optional Scour Countermeasures for Camanche Road Bridge* are hereby deleted and *Carbondale Road Bridge* scope will be minimal preliminary engineering items only.

4. Attachment B – The Cost Proposal in the Agreement has changed to that found attached to this First Amendment. Among other items, all references to *Optional Scour Countermeasures for Camanche Road Bridge* are hereby deleted and *Carbondale Road Bridge* costs will be minimal preliminary engineering costs only.

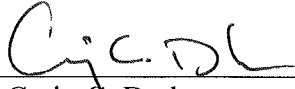
5. Except as set forth in this First Amendment, the Agreement shall remain unmodified and in full force and effect.

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

COUNTY:

CONSULTANT:


BY: _____
Chairman, Board of Supervisors
Richard M. Forster

BY:  _____
Craig O. Drake
Principal,
Drake Haglan and Associates, Inc.

Federal I.D. No.: 26-0747074

APPROVED AS TO FORM:
GREGORY GILLOTT, AMADOR
COUNTY COUNSEL

ATTEST:
JENIFER BURNS, CLERK OF THE
BOARD OF SUPERVISORS

BY:  _____

BY: _____
Deputy

ATTACHMENT A - SCOPE OF WORK

PHASE 1: PRELIMINARY DESIGN

Task 1 – Project Initiation

Task 1.1 – Kick-Off Meeting

Task 1.2 – Preliminary Research

Task 1.3 – Field Investigation

Task 1.4 – Establish Project Schedule

Task 1 Deliverables: Meeting Minutes and Schedule

Task 2 – Project Management

Task 2.1 – Project Administration

Task 2.2 – Progress Meetings

Task 2.3 – Caltrans Management Assistance

Task 2 Deliverables: Meeting Minutes & Caltrans funding paperwork

Task 3 – Preliminary Design (35%)

Task 3 Deliverables: 35% Plans (3 copies – half size) & Estimate

Task 4 – Environmental Clearance

The DHA team understands that work at the Carbondale Road Bridge will be removed from the scope of work for the proposed BPMP projects, as Carbondale will be added to the Caltrans HBP list. With that in mind, the scope below is based on field visits at the Camanche and Sutter Creek bridges and review of the Preliminary Environmental Studies (PES) originally completed for the project in January 2013.

The scope below includes preliminary literature searches and field surveys, preparation of the CEQA (Categorical Exemption) document to the County. Caltrans will complete the preparation of a Categorical Exclusion (CE) to satisfy requirements under NEPA.

Task 4.1 – Completion of the revised PES Form

With the removal of the Carbondale Bridge from the BPMP list, the work items for the remaining two bridges only involve placing methacrylate on the concrete deck, repair of existing railing and repair of spalled areas on concrete bridge deck soffit. The project will not involve any work in the creeks or disturbance of soil. DHA will revise the PES form and resubmit to Caltrans to adequately re-scope the project. Using preliminary environmental site data, DHA will prepare and submit a draft Preliminary Environmental Study (PES) package, including the PES form, project description and figures and photographs, a Visual Impact Assessment Checklist, FEMA FIRM map, USFWS, GeoTracker printout and Species list for biological resources to the County and Caltrans.

Task 4.2 – Environmental Document Preparation

As a federally funded project to be carried out by a local agency, the project will require compliance with both CEQA and NEPA. Based on the information provided in the RFP and through field visits, it is expected that no technical studies will be needed for the proposed BPMP project.

As such, we anticipate that the necessary environmental clearance document will include preparation of an Categorical Exemption (CE) under CEQA and Categorical Exclusion (CE) under NEPA, with Caltrans preparing the CE once the PES is finalized.

DHA will prepare the notice of exemption and documentation of exemption findings. These documents will be submitted to the County for their review and finalization.

PHASE 2: FINAL DESIGN

Task 1 – Project Management and Coordination

Task 2 – Bridge Design and Detailing

Task 3 – 65% Plans & Estimate Submittal

Task 3 Deliverables: Digital Files, Half Size Plan Sets (3 copies)

Task 4 – Bridge Design Check

Task 5 – Specifications

Task 6 – Engineer’s Estimate

Task 7 – Quality Control

Task 8 – Draft PS&E Submittal

Task 8 Deliverables: Digital Files, Half Size Plan Sets (3 copies)

Task 9 – Final PS&E:

Task 9.1 - Final Revisions

Task 9.2 - Final Submittal

Task 9 Deliverables: Digital Files, Half Size Plan Sets (3 copies), Full Size Mylar

Task 10 – Bid Period Consultation

PHASE 3: CONSTRUCTION SUPPORT

Task 1 – Construction Support

Task 2 – Finalize Project Records / Prepare As-Built Drawings

Phase 3 Deliverables: As-Builts, General Construction Support Materials

Anticipated Critical Milestone Schedule		
Task	Begin Date	End Date
Environmental		
Obtain Caltrans Approval on Revised PES	6/12/13	8/5/13
CEQA	8/6/13	9/2/13
NEPA	8/6/13	10/15/13
Design		
Preliminary Design	9/3/13	9/24/13
35% Plans & Estimate Submittal	9/24/13	---
County Review	9/25/13	10/11/13
65% Design	10/14/13	11/1/13
65% Plans & Estimate Submittal	11/1/13	----
County Review & Bridge Design Check	11/4/13	11/18/13
Prepare Draft PS&E	11/19/13	12/13/13
Draft PS&E Submittal	12/13/13	---
County Review	12/16/13	1/3/14
Prepare Final PS&E	1/6/14	1/24/14
Final PS&E Submittal	1/24/14	---
Caltrans Approves Construction RFA	1/24/14	3/3/14
Advertise Project	3/4/14	4/21/14
Award	4/22/14	6/3/14
Construction	6/4/14	7/16/14

Total Design Fee Summary by Phase

FEE SUMMARY BY PHASE / TASK

Phase	TASK	DHA LABOR	SUBS	EXPENSES	FEE	TOTAL	ROUNDED TOTAL
1	Preliminary Engineering	\$16,397.68	\$9,847.00	\$225.60	\$1,639.77	\$28,110.05	\$28,110
2	Final Design	\$14,235.55	\$10,972.00	\$245.60	\$1,423.55	\$26,876.70	\$26,877
3	Construction Support	\$7,429.50	\$0.00	\$185.60	\$742.95	\$8,358.05	\$8,358
Totals:		\$38,062.73	\$20,819.00	\$656.80	\$3,806.27	\$63,344.80	\$63,345

FEE SUMMARY BY PHASE AND FIRM

Phase	PHASE	FIRM		TOTAL	ROUNDED TOTAL
		DHA	Burne		
1	Preliminary Engineering	\$18,263.05	\$9,847.00	\$28,110.05	\$28,110
2	Final Design	\$15,904.70	\$10,972.00	\$26,876.70	\$26,877
3	Construction Support	\$8,358.05	\$0.00	\$8,358.05	\$8,358
Totals:		\$42,525.80	\$20,819.00	\$63,344.80	\$63,345

**ATTACHMENT B
COST PROPOSAL
EXHIBIT 10-H**

**Amador County
Amador County Bridge Preventive Maintenance Program (BPMP)**

Combined Phases

DIRECT LABOR - PAYMENT RATES

Name	Classification	Hours	Rate (\$/hour)	Total
Craig Drake	Principal/Project Manager	36	\$ 83.25	\$2,997.00
Dennis Haglan	Principal	2	\$ 89.50	\$179.00
Jeff Elmendorf	Senior Engineer, Range A	164	\$ 52.50	\$8,610.00
Stacey Alliguie	Bridge Engineer, Range B	8	\$ 46.25	\$370.00
Matt Lampa	Transportation Engineer, Range B	4	\$ 48.10	\$192.40
Jennifer Hildebrandt	Environmental Coordinator, Range B	44	\$ 36.00	\$1,584.00
Alex Barba	CAD Draftsperson, Range B	16	\$ 35.00	\$560.00
Karen Drebert	Administrative Specialist	10	\$ 38.60	\$386.00
Theresa Bautista	Administrative Assistant, Range B	12	\$ 32.00	\$384.00

296
Subtotal Direct Labor Costs \$15,262.40
Anticipated Salary Increases \$286.10

TOTAL - Direct Labor \$15,548.50

INDIRECT COSTS

	Rate	Total
Overhead	0.00%	\$0.00
Fringe Benefit	49.40%	\$7,680.96
General & Administrative	95.40%	\$14,833.27
	144.80%	

TOTAL - Indirect Costs \$22,514.23

FEE (10.00%) TOTAL - Fee \$3,806.27

OTHER DIRECT COSTS

				Total
Travel Costs (mileage)	720 Miles	@	\$ 0.565	\$ 406.80
Photocopies	0 Each	@	\$ 0.10	\$ -
Plan Reproduction	8 Full Size Sheets	@	\$ 5.00	\$ 40.00
Overnight Service	7 Each	@	\$ 30.00	\$ 210.00
Graphic Presentation Boards	0 Boards	@	\$ 45.00	\$ -

TOTAL - Other Direct Costs \$656.80

TOTAL COST \$42,525.80

Subcontractor Costs				
Burne			\$	20,819.00
Total Subconsultants Cost			\$	20,819.00
Total Contract				\$63,344.80

**ATTACHMENT B
COST PROPOSAL
EXHIBIT 10-H**

**Amador County
Amador County Bridge Preventive Maintenance Program (BPMP)**

**DRAKE HAGLAN & ASSOCIATES
PHASE 1**

DIRECT LABOR

<u>Name</u>	<u>Classification</u>	<u>Hours</u>	<u>Rate</u>	<u>Total</u>
Craig Drake	Principal/Project Manager	16	\$ 83.25	\$1,332.00
Dennis Haglan	Principal	0	\$ 89.50	\$0.00
Jeff Elmensdorp	Senior Engineer, Range A	64	\$ 52.50	\$3,360.00
Stacey Alliguie	Bridge Engineer, Range B	0	\$ 46.25	\$0.00
Matt Lampa	Transportation Engineer, Range B	0	\$ 48.10	\$0.00
Jennifer Hildebrandt	Environmental Coordinator, Range B	44	\$ 36.00	\$1,584.00
Alex Barba	CAD Draftsperson, Range B	4	\$ 35.00	\$140.00
Karen Drebert	Administrative Specialist	4	\$ 38.60	\$154.40
Theresa Bautista	Administrative Assistant, Range B	4	\$ 32.00	\$128.00
		136		
	Subtotal Direct Labor Costs			\$6,698.40
	Anticipated Salary Increases			\$0.00

TOTAL - Direct Labor \$6,698.40

INDIRECT COSTS

	<u>Rate</u>	<u>Total</u>
Overhead	0.00%	\$0.00
Fringe Benefit	49.40%	\$3,309.01
General & Administrative	95.40%	\$6,390.27
	144.80%	

TOTAL - Indirect Costs \$9,699.28

FEE

(10.00%)

TOTAL - Fee \$1,639.77

OTHER DIRECT COSTS

	<u>Total</u>
Travel Costs (mileage) 240 Miles @ \$ 0.565	\$ 135.60
Photocopies 0 Each @ \$ 0.10	\$ -
Plan Reproduction 0 Full Size Sheets @ \$ 5.00	\$ -
Overnight Service 3 Each @ \$ 30.00	\$ 90.00
Graphic Presentation Boards 0 Boards @ \$ 45.00	\$ -

TOTAL - Other Direct Costs \$225.60

TOTAL COST \$18,263.05

Subcontractor Costs
Burne

\$ 9,847.00

Total Subconsultants Cost
Total Phase 1

\$ 9,847.00

\$28,110.05

**ATTACHMENT B
COST PROPOSAL
EXHIBIT 10-H**

**Amador County
Amador County Bridge Preventive Maintenance Program (BPMP)**

**DRAKE HAGLAN & ASSOCIATES
PHASE 2**

DIRECT LABOR

<u>Name</u>	<u>Classification</u>	<u>Hours</u>	<u>Rate</u>	<u>Total</u>
Craig Drake	Principal/Project Manager	16	\$ 83.25	\$1,332.00
Dennis Haglan	Principal	2	\$ 89.50	\$179.00
Jeff Elmensdorp	Senior Engineer, Range A	60	\$ 52.50	\$3,150.00
Stacey Alliguie	Bridge Engineer, Range B	8	\$ 46.25	\$370.00
Matt Lampa	Transportation Engineer, Range B	4	\$ 48.10	\$192.40
Jennifer Hildebrandt	Environmental Coordinator, Range I	0	\$ 36.00	\$0.00
Alex Barba	CAD Draftsperson, Range B	4	\$ 35.00	\$140.00
Karen Drebert	Administrative Specialist	4	\$ 38.60	\$154.40
Theresa Bautista	Administrative Assistant, Range B	4	\$ 32.00	\$128.00
		102		
			Subtotal Direct Labor Costs	\$5,645.80
			Anticipated Salary Increase: 3%	\$169.37
			TOTAL - Direct Labor	\$5,815.17

	<u>Rate</u>	<u>Total</u>
INDIRECT COSTS		
Overhead	0.00%	\$0.00
Fringe Benefit	49.40%	\$2,872.70
General & Administrative	95.40%	<u>\$5,547.68</u>
	144.80%	
	TOTAL - Indirect Costs	\$8,420.37

FEE	(10.00%)	TOTAL - Fee	\$1,423.55
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OTHER DIRECT COSTS				<u>Total</u>
Travel Costs (mileage)	240 Miles	@	\$ 0.565	\$ 135.60
Photocopies	0 Each	@	\$ 0.10	\$ -
Plan Reproduction	4 Full Size Sheets	@	\$ 5.00	\$ 20.00
Overnight Service	3 Each	@	\$ 30.00	\$ 90.00
Graphic Presentation Boards	Boards	@	\$ 45.00	\$ -

TOTAL - Other Direct Costs **\$245.60**

TOTAL COST **\$15,904.70**

Subcontractor Costs				
Burne			\$ 10,972.00	
Total Subconsultants Cost			\$ 10,972.00	
Total Phase 2				\$26,876.70

**ATTACHMENT B
COST PROPOSAL
EXHIBIT 10-H**

**Amador County
Amador County Bridge Preventive Maintenance Program (BPMP)**

**DRAKE HAGLAN & ASSOCIATES
PHASE 3**

DIRECT LABOR

<u>Name</u>	<u>Classification</u>	<u>Hours</u>	<u>Rate</u>	<u>Total</u>
Craig Drake	Principal/Project Manager	4	\$ 83.25	\$333.00
Dennis Haglan	Principal	0	\$ 89.50	\$0.00
Jeff Elmsdorp	Senior Engineer, Range A	40	\$ 52.50	\$2,100.00
Stacey Alliguie	Bridge Engineer, Range B	0	\$ 46.25	\$0.00
Matt Lampa	Transportation Engineer, Range B	0	\$ 48.10	\$0.00
Jennifer Hildebrandt	Environmental Coordinator, Range t	0	\$ 36.00	\$0.00
Alex Barba	CAD Draftsperson, Range B	8	\$ 35.00	\$280.00
Karen Drebert	Administrative Specialist	2	\$ 38.60	\$77.20
Theresa Bautista	Administrative Assistant, Range B	4	\$ 32.00	\$128.00
		58		
	Subtotal Direct Labor Costs			\$2,918.20
	Anticipated Salary Increases 4%			\$116.73

TOTAL - Direct Labor \$3,034.93

INDIRECT COSTS

	<u>Rate</u>	<u>Total</u>
Overhead	0.00%	\$0.00
Fringe Benefit	49.40%	\$1,499.25
General & Administrative	95.40%	<u>\$2,895.32</u>
	144.80%	

TOTAL - Indirect Costs \$4,394.58

FEE (10.00%)

TOTAL - Fee \$742.95

OTHER DIRECT COSTS

		<u>Rate</u>	<u>Total</u>
Travel Costs (mileage)	240 Miles	@ \$ 0.565	\$ 135.60
Photocopies	0 Each	@ \$ 0.10	\$ -
Plan Reproduction	4 Full Size Sheets	@ \$ 5.00	\$ 20.00
Overnight Service	1 Each	@ \$ 30.00	\$ 30.00
Graphic Presentation Boards	Boards	@ \$ 45.00	\$ -

TOTAL - Other Direct Costs \$185.60

TOTAL COST \$8,358.05

Subcontractor Costs

Burne		\$ -
	0	\$ -
	0	\$ -
	0	\$ -

Total Subconsultants Cost

\$ -

Total Phase 3

\$8,358.05

AGENDA TRANSMITTAL FORM

To: **Board of Supervisors**

Date: 08/21/2013

Agmt.

<input type="checkbox"/>	Regular Agenda
<input checked="" type="checkbox"/>	Consent Agenda
<input type="checkbox"/>	Blue Slip
<input type="checkbox"/>	Closed Session
Meeting Date Requested:	
<u>09/10/2013</u>	

From: James Foley, Director of HHS
(Department Head - please type)

Phone Ext. 412

Department Head Signature _____

James Foley

Agenda Title: Staff Care, Inc. and Amador County Behavioral Health 1st amendment FY 2013-2014

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

The Director of Health and Human Services, Behavioral Health Department requests the Board of Supervisors approve the first amendment between Staff Care, Inc. for FY 2013/2014. This first amendment provides independent services for temporary Psychiatry Locum Tenens coverage for Amador County Behavioral Health clients.

This amendment changes the term and fee schedule increasing the regular rate by \$10.00 per hour

Recommendation/Requested Action:

Approval of first amendment

Fiscal Impacts (attach budget transfer form if appropriate)

Staffing Impacts None

None

Is a 4/5ths vote required?

Yes

No

Committee Review?

N/A

Name _____

Committee Recommendation: _____

Contract Attached:

Yes

No

N/A

Resolution Attached:

Yes

No

N/A

Ordinance Attached:

Yes

No

N/A

Comments: _____

Request Reviewed by:

Chairman _____

Counsel GO

Auditor ED

GSA Director Hop

CAO CE

Risk Management gmt

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

Please return two original first amendments to Angie Grau in Behavioral Health. Risk

FOR CLERK USE ONLY

Meeting Date

September 10, 2013

Time

9 a.m.

Item #

4B

Board Action: Approved Yes ___ No ___

Unanimous Vote: Yes ___ No ___

Ayes: _____

Resolution _____

Ordinance _____

Other: _____

Noes: _____

Resolution _____

Ordinance _____

Absent: _____

Comments: _____

Distributed on _____

A new ATF is required from _____

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

Completed by _____

Department
For meeting
of _____

ATTEST: _____

Clerk or Deputy Board Clerk

Save

FIRST AMENDMENT TO AGREEMENT FOR INDEPENDENT CONTRACTOR SERVICES

THIS FIRST AMENDMENT TO SERVICES AGREEMENT (this "First Amendment") is made as of _____, 2013 by and between COUNTY OF AMADOR, a political subdivision of the State of California ("County") and Staff Care, Inc., ("Contractor") a Delaware Corporation.

RECITALS

A. County and Contractor executed an agreement (the "Original Agreement") dated as of June 10, 2012, whereby Contractor agreed to provide temporary psychiatric coverage through the use of locum tenens services upon the terms and conditions set forth in the Original Agreement.

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

NOW, THEREFORE, the parties agree as follows:

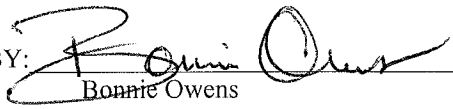
1. Exhibit A to the Original Agreement is hereby deleted, and the document attached as Exhibit A to this First Amendment is substituted in its place:
2. Except as set forth in this First Amendment, the Agreement shall remain unmodified and in full force and effect.

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

COUNTY OF AMADOR

CONTRACTOR:
Staff Care, Inc.
a Delaware Corporation


BY: _____
Richard M. Forster
Chairman, Board of Supervisors

BY:  _____
Bonnie Owens
Senior Vice President

Federal I.D. No.: 75-2404573

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

ATTEST:
JENNIFER BURNS, CLERK OF THE
BOARD OF SUPERVISORS

BY:  _____
Gregory Gillott

BY: _____
Deputy

EXHIBIT A

SCOPE OF WORK

Contractor shall provide services under this Agreement as follows:

1. Use its best efforts to furnish physicians who meet County's requirements, and work schedule as stipulated by County, as requested.
2. Provide references, education, licensing, certificate of malpractice insurance, and credentialing information on each physician assigned. Compensate and coordinate efforts with credentialing agency, DMC, to ensure physician is credentialed prior to placement at County's facility (Approximately \$250). Failure of physician to obtain credentialing prior to placement may result in cancellation of assignment.
3. Verify or obtain California licensure as a physician and surgeon, Federal DEA number and National Provider Identifier (NPI), as necessary.
4. Provide local transportation and housing to physicians without assistance by County.
5. Contractor will only refer physicians whose performance shall not violate and shall be consistent with the County's Code of Ethics to include principles of confidentiality, responsibility towards clients, responsibility to County staff, principle of non-exploitation, and principle of quality service. Prior to assignment, physicians assigned by Contractor shall be expected to be familiar with the County Harassment Policy [No. 2-100] and Alcohol Free and Drug Free Workplace Policy [No. 2-300], a copy of which will be provided to Contractor.
6. Contractor understands that County is often provided physicians by more than one locum tenens company. County shall contract with and pay the company that presents a physician first. Contractor may be required to show evidence and/or documentation that the physician who is referred to County is aware that Contractor is the referring source.
7. Contractor shall be responsible for conducting reference, criminal and social security background checks on physicians prior to actual assignment at County at County's expense. Background information will also include verification that physicians are not listed in any of the following:
 - 7.1 HHS Office of the Inspector General List of Excluded Individuals/Entities (LEIE) report reflecting individuals excluded from federal health care programs.
 - 7.2 Excluded Parties/Department List reflecting individuals debarred or excluded from participation in federal procurement and non-procurement programs.
 - 7.3 State Medi-Cal Suspended and Ineligible Provider List.

8. If requested by County, Contractor shall ensure physicians provide all documentation and certifications necessary to become an enrolled provider under the Federal Medicare program and all other payor sources of County, including, but not limited to, the CMS 8551 Application for Individual Health Care Practitioners and the CMS 855 R Application for Individual Health Care Practitioners to Reassign Medicare Benefits. Contractor's physician shall reassign all benefits received for services rendered to County's patients to County. Contractor shall notify County upon any change in provider status, including loss of federal provider status, exclusions by Medicare/Medicaid, or changes to income status.

9. If, in the sole discretion of County, any physician assigned by Contractor is incompetent, negligent, or has engaged in misconduct, County may require such physician to leave its premises and shall inform Contractor of this action immediately. County's obligation to compensate Contractor for said services shall be limited to the hours actually worked by the physician and County shall have no further obligation with respect to such assignment.

ADDITIONAL TERMS

Reference Section 6: Add the following subparagraph as 6.9:

6.9 Contractor is an independent contractor, and will not be employing the physicians, but will enter into independent contracts with the physicians to carry out the services needed by County. The physicians will be independent contractors of Contractor. Thus, neither County nor Contractor make employee social security payments or purchase workers' compensation insurance, unemployment or health insurance for these independent contractor physicians placed by Contractor. Contractor warrants that these issues are adequately addressed in Contractor's contracts with physicians.

C. COMPENSATION

1. Contractor shall be compensated for the services at the following rate ranges which shall be negotiated between Contractor and County at the time a physician is presented under this Agreement as follows:

Service	Rate
<u>Regular Rate: (per 8 hour day all-inclusive for Child/Adolescent Psychiatrist)</u>	\$175.00/hour
<u>Regular Rate: (per 8 hour day all-inclusive for Adult/Geriatric Psychiatrist)</u>	\$165.00/hour
<u>Overtime Rate for Adult/Geriatric Psychiatrist: (for hours in excess of 8 per day or 40 per week)</u>	\$190.00/hour
<u>Overtime Rate for Child/Adolescent Psychiatrist: (for hours in excess of 8 per day or 40 per week)</u>	\$190.00/hour
Week Night On-Call: Monday through Friday	\$180.00/night OT rate for all hours worked

2. The Weekend/Holiday On-call Rate includes up to two hours of rounds or clinic work to be performed by physician on each day of the weekend or holiday. Should rounds or clinic work take in excess of two hours to perform or the physician is called back to County's facility by County after rounds or clinic work, County will pay for the additional time at the Overtime Rate (applied in quarter hour increments).
3. A Recruitment Fee of \$30,000 for any physician introduced by Contractor who accepts a permanent position with County within a six month period of the termination of the last day provider works in County's facility on a placement by Contractor. The Recruitment Fee shall be paid as follows: 25% the first day they work, 25% after 30 days, 25% at 60 days, and 25% due at 90 days.
4. The total amount of Agreement shall not exceed \$100,000 during the term of this Agreement.
5. Contractor shall periodically submit a written invoice identifying the name of the individual performing services, the date services were performed, a description of the services, and the total charge for the services. Any requests for payment of reimbursable expenses shall be itemized on the invoice.
6. 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.

D. WARRANT

County represents and warrants that it is not under investigation, discipline or probation/restriction of any type by any State or Federal regulatory agency, including, but not limited to, HCFA or OIG.

E. FUNDING

If, during the time which this Agreement is in effect, funds are not allocated to County or Behavioral Health and Recovery Services, sufficient to allow for a continuation of this Agreement, then County may, at its sole discretion, terminate this Agreement, without penalty from or further obligation to Contractor. Contractor shall have no further obligation to County.

F. TERM

The term of this Agreement shall be from July 1, 2013 through June 30, 2014.



CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY)
05/16/2013

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

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


PRODUCER Aon Risk Insurance Services West, Inc. Sacramento CA Office 8880 Cal Center Drive, Suite 130 Sacramento CA 95826 USA	CONTACT NAME: PHONE (A/C. No. Ext): (916) 369-4800 FAX (A/C. No.): (916) 369-4801		
	E-MAIL ADDRESS:		
INSURED AMN Healthcare Services, Inc. 12400 High Bluff Drive San Diego, CA 92130-3077 USA	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A: Lexington Insurance Company		19437
	INSURER B: Hartford Casualty Insurance Co		29424
	INSURER C: Lloyd's Syndicate No. 2623		AA1128623
	INSURER D:		
	INSURER E:		
INSURER F:			

COVERAGES **CERTIFICATE NUMBER:** 570049952071 **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	ADDITIONAL SUBROGATION WAIVED	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
C	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input checked="" type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC		W1370B130101 General Liability SIR applies per policy terms & conditions	03/01/2013	03/01/2014	EACH OCCURRENCE	\$1,000,000
						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$50,000
						MED EXP (Any one person)	
						PERSONAL & ADV INJURY	\$1,000,000
						GENERAL AGGREGATE	\$3,000,000
						PRODUCTS - COMP/OP AGG	\$1,000,000
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS		72ABS11102 Business Auto Liab.	09/01/2012	09/01/2013	COMBINED SINGLE LIMIT (Ea accident)	\$1,000,000
						BODILY INJURY (Per person)	
						BODILY INJURY (Per accident)	
						PROPERTY DAMAGE (Per accident)	
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input checked="" type="checkbox"/> CLAIMS-MADE DED RETENTION		W1370B130101 Umbrella/Excess Liab.	03/01/2013	03/01/2014	EACH OCCURRENCE	\$5,000,000
						AGGREGATE	\$5,000,000
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 <input type="checkbox"/> N/A	72WNS11100 Workers' Comp.	09/01/2012	09/01/2013	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <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
A	Medical Mal		6795462 Professional Liab.-Phys. SIR applies per policy terms & conditions	06/04/2012	06/04/2013	Each Occ. SIR/Deductible (1) Aggregate	\$1,000,000 \$25,000 \$3,000,000

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

CERTIFICATE HOLDER	CANCELLATION
Amador County Mental Health 10877 Conductor Blvd. #300 Sutter Creek CA 95685 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 





ADDITIONAL REMARKS SCHEDULE

AGENCY Aon Risk Insurance Services West, Inc.		NAMED INSURED AMN Healthcare Services, Inc.	
POLICY NUMBER See Certificate Number: 570049952071			
CARRIER See Certificate Number: 570049952071	NAIC CODE	EFFECTIVE DATE:	

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: ACORD 25 **FORM TITLE:** Certificate of Liability Insurance

Full Named Insured Schedule:

AMN Healthcare Services, Inc. (AHS)
 AMN Healthcare, Inc. (AMN)
 AMN Services, LLC
 AMN Services, Inc.
 DBA: American Mobile Healthcare
 DBA: Medical Express
 DBA: Preferred Healthcare Staffing
 DBA: NurseChoice
 DBA: RN Extend
 AMN Staffing Services, Inc.
 O' Grady-Peyton International (USA), Inc. (OGP)
 O' Grady-Peyton International (USA), Inc. (Singapore Branch)
 O' Grady-Peyton International (India) Ltd.
 O' Grady-Peyton International Recruitment U.K. Ltd.
 O' Grady-Peyton International (SA) (Proprietary) Ltd.
 O' Grady-Peyton International (Australia) (Proprietary) Ltd.
 O' Grady-Peyton International (Europe) Ltd.
 The MHA Group, Inc. (MHA Group)
 Merritt Hawkins & Associates, LLC
 DBA: Merritt Hawkins & Associates, Inc.
 Staff Care, Inc.
 Med Travelers, Inc. (MTI)
 Med Travelers, LLC
 RN Demand, Inc. (RND)
 DBA: MTI Staffing
 RX ProHealth, Inc.
 Pharmacy Choice, Inc.
 DBA: AMN Healthcare Recruitment Process Outsourcing
 AMN Allied Services, LLC
 AMN Healthcare Allied, Inc.
 AMN Staffing Services, LLC
 AMN Services of Ohio, Inc.
 AMN Services of New Hampshire, LLC
 Medfinders
 Nursefinders, Inc.
 NF Investors, Inc.
 NF Holdings Corporation
 NF Acquisition Corporation
 Nursefinders Acquisition Corporation
 B.C.P., Inc. (divested 1/30/2012)
 NF Services, Inc.
 Linde Healthcare Staffing, Inc.
 Jim Kendall and Associates, LLC
 Staffco Holdings, Inc.
 Club Staffing, Inc.
 National Healthcare Staffing, LLC
 M&E Affiliates, Inc. DBA: TVL Healthcare
 Radiologic Enterprises, Inc. DBA: Resources On Call, Inc.
 Nursefinders, LLC
 Resources On Call, LLC
 Nursefinders Restorative Care Services, Inc.
 Nursefinders Acquisitions, LLC
 Kendall & Davis