

# AGENDA TRANSMITTAL FORM

To: Board of Supervisors

Date: 05/06/2014

*Resol.*

From: Mark J. Bonini, Chief Probation Officer  
(Department Head - please type)

Phone Ext. 229

- |                                     |                |
|-------------------------------------|----------------|
| <input type="checkbox"/>            | Regular Agenda |
| <input checked="" type="checkbox"/> | Consent Agenda |
| <input type="checkbox"/>            | Blue Slip      |
| <input type="checkbox"/>            | Closed Session |

Meeting Date Requested:

05/13/2014

Department Head Signature *MB*

Agenda Title: Resolution Approving Standard Agreement #5600004488 with California Dept. of Corrections and Rehabilitation

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

This agreement is between the California Department of Corrections and Rehabilitation and Amador County Probation Department. This agreement is to provide juvenile emergency housing.

Recommendation/Requested Action:

Two (2) certified copies of the signed Board Resolution.

Fiscal Impacts (attach budget transfer form if appropriate)

Staffing Impacts None

None-Funds already included in FY 14/15 budget.

Is a 4/5ths vote required?

Yes  No

Contract Attached: Yes  No  N/A

Resolution Attached: Yes  No  N/A

Ordinance Attached: Yes  No  N/A

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

Committee Review?

N/A

Name Contracts and Agreements Committee

Committee Recommendation:

Approved (See attached Route Slip with approval initials)

Request Reviewed by:

Chairman \_\_\_\_\_

Counsel *GB*

Auditor *AG*

GSA Director *HP*

CAO *CB*

Risk Management *JMT*

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

BOS Clerk retain one original and remaining originals (2) to Probation. Risk

### FOR CLERK USE ONLY

Meeting Date May 13, 2014

Time 9 a.m.

Item # 3K

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 _____
Completed by _____	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 TO ENTER INTO AGREEMENT ) RESOLUTION NO.  
NO. 5600004488 WITH STATE OF CALIFORNIA )  
DEPARTMENT OF CORRECTIONS AND )  
REHABILITATION TO PROVIDE AMADOR )  
COUNTY WITH JUVENILE EMERGENCY )  
HOUSING. )

WHEREAS, the County of Amador, desires to enter into an agreement with the State of California Department of Corrections and Rehabilitation to provide juvenile emergency housing agreement; and

WHEREAS, Agreement No.5600004488 in the amount of \$41,890.64 has been drawn up between Amador County and the State of California; and

BE IT RESOLVED by the Board of Supervisors of the County of Amador, State of California, that said Board does hereby approve said Agreement by and between the County of Amador and the State of California Department of Corrections and Rehabilitation on the terms and conditions contained therein; and

BE IT FUTHER RESOLVED that the Chairman of the Board be and hereby is authorized to sign and execute said Agreement on behalf of the County of Amador.

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 by the following vote:

AYES:

NOES:

ABSENT:

\_\_\_\_\_  
Chairman, Board of Supervisors

ATTEST:

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

\_\_\_\_\_  
Deputy



AMADOR COUNTY  
PROBATION DEPARTMENT

MARK J. BONINI  
Chief Probation Officer

675 New York Ranch Road  
Jackson, CA 95642

DEBBIE SEGALE  
Deputy Chief Probation Officer

April 22, 2014

**ROUTE SLIP**

**CALIFORNIA DEPARTMENT OF CORRECTIONS AND REHABILITATION  
EMERGENCY HOUSING AGREEMENT.**

PLEASE REVIEW THE ENCLOSED AGREEMENT AND INDICATE APPROVAL BY INITIALING. AFTER REVIEW PLEASE ROUTE TO THE NEXT PERSON ON THE LIST.

BOARD RESOLUTION IS REQUIRED BY THIS AGENCY.

THIS AGREEMENT PROVIDES EMERGENCY HOUSING, IF SPACE IS AVAILABLE, AT THE RATE OF \$115.72/PER DAY, PER WARD. THERE ARE FUNDS IN THE BUDGET TO COVER DETENTION OF JUVENILE EMERGENCY HOUSING.

WILL THE LAST PERSON TO REVIEW THIS AGREEMENT PLEASE RETURN THIS COMPLETED ROUTE SLIP TO PROBATION TO PREPARE DOCUMENTS FOR PLACING ON THE BOARD AGENDA. THANK YOU.

hbr 4/24/14	GSA Director (or designee)
66 4/25/14	County Counsel (or designee)
Jmart 4/29/14	Risk Manager (or designee)

Enclosure: 1 copy of agreement for review

DIVISION OF ADMINISTRATIVE SERVICES  
OFFICE OF BUSINESS SERVICES  
9838 Old Placerville Road, Suite B-2  
Sacramento, CA 95827



April 10, 2014

County of Amador  
Amador County Probation Department  
Attn: Mark Bonini, Chief Probation Officer  
675 New York Ranch Road  
Jackson, CA 95642

Dear Mr. Mark Bonini:

**AGREEMENT NUMBER: 5600004488**  
**SERVICE: REIMBURSEMENT SERVICES (EMERGENCY HOUSING-DJJ)**

Attached for your review and signature is the above-referenced Standard Agreement and related exhibits. This agreement is not valid unless, and until, approved by the Department of General Services (DGS), or under its authority, the California Department of Corrections and Rehabilitation (CDCR). The State has no legal obligation, unless and until the Agreement is approved. The State assumes no responsibility for any work commenced by the Contractor and will not reimburse the Contractor for any work performed prior to approval of the Agreement. When this Agreement is fully approved, an original will be forwarded to you.

**Please attach a board resolution and print two (2) copies of the Standard Agreement (STD213), provide an original signature and date on each copy, and return no later than April 25, 2014 to:**

*may 30, 2014 Per Telephone call with Andrej on 4-15-14. TRS*  
California Department of Corrections and Rehabilitation  
Office of Business Services  
Attention: Andrej Delich  
9838 Old Placerville Road, Suite B-2  
Sacramento, CA 95827

If you have any questions or need assistance, do not hesitate to contact me at (916) 255-3506.

Sincerely,

A handwritten signature in black ink, appearing to read "Andrej Delich".

Andrej Delich, Contract Analyst  
Contracts Management Branch  
Department of Corrections and Rehabilitation

Attachments



STATE OF CALIFORNIA  
**STANDARD AGREEMENT**  
 STD 213 (Rev 06/03)

AGREEMENT NUMBER <b>5600004488</b>
REGISTRATION NUMBER

- This Agreement is entered into between the State Agency and the Contractor named below:  

STATE AGENCY'S NAME	California Department of Corrections and Rehabilitation (CDCR)		
CONTRACTOR'S NAME	County of Amador		
- The term of this Agreement is: July 1, 2014 through June 30, 2016
- The maximum amount of this Agreement is: \$ 41,890.64 (Reimbursement to CDCR)  
 Forty-One Thousand Eight Hundred Ninety Dollars and Sixty-Four Cents
- The parties agree to comply with the terms and conditions of the following exhibits which are by this reference made a part of the Agreement.

Exhibit A – Scope of Work	2 pages
Exhibit B – Budget Detail and Payment Provisions	1 page
Exhibit B-1 – Rate Sheet	1 page
Exhibit C* – General Terms and Conditions	GTC 610
Exhibit D – Special Terms and Conditions	11 pages
Exhibit E – Business Associates Agreement (HIPPA)	15 pages

Items shown with an Asterisk (\*), are hereby incorporated by reference and made part of this agreement as if attached hereto.  
 These documents can be viewed at [www.ols.dgs.ca.gov/Standard+Language](http://www.ols.dgs.ca.gov/Standard+Language)


IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.

<b>CONTRACTOR</b>		California Department of General Services Use Only
CONTRACTOR'S NAME (if other than an individual, state whether a corporation, partnership, etc.) County of Amador		
BY (Authorized Signature) 	DATE SIGNED (Do not type) 5/6/14	
PRINTED NAME AND TITLE OF PERSON SIGNING Mark Bonini, Chief Probation Officer		
ADDRESS 675 New York Ranch Rd Jackson, CA 95642		
<b>STATE OF CALIFORNIA</b>		
AGENCY NAME California Department of Corrections and Rehabilitation (CDCR)		<input checked="" type="checkbox"/> Exempt per: CDCR #3
BY (Authorized Signature) 	DATE SIGNED (Do not type)	
PRINTED NAME AND TITLE OF PERSON SIGNING Terri Gibson, SSMI, Headquarters Contract Unit #3		
ADDRESS 9838 Old Placerville Road, Suite B-2, Sacramento, CA 95827		

CCC-307

**CERTIFICATION**

I, the official named below, CERTIFY UNDER PENALTY OF PERJURY that I am duly authorized to legally bind the prospective Contractor to the clause(s) listed below. This certification is made under the laws of the State of California.

<i>Contractor/Bidder Firm Name (Printed)</i> County of Amador		<i>Federal ID Number</i> 94-6000505
<i>By (Authorized Signature)</i> 		
<i>Printed Name and Title of Person Signing</i> Mark J. Bonini Chief Position Officer		
<i>Date Executed</i> 5/6/14	<i>Executed in the County of</i> Amador	

**CONTRACTOR CERTIFICATION CLAUSES**

1. STATEMENT OF COMPLIANCE: Contractor has, unless exempted, complied with the nondiscrimination program requirements. (Gov. Code §12990 (a-f) and CCR, Title 2, Section 8103) (Not applicable to public entities.)

2. DRUG-FREE WORKPLACE REQUIREMENTS: Contractor will comply with the requirements of the Drug-Free Workplace Act of 1990 and will provide a drug-free workplace by taking the following actions:

- a. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations.
- b. Establish a Drug-Free Awareness Program to inform employees about:
  - 1) the dangers of drug abuse in the workplace;
  - 2) the person's or organization's policy of maintaining a drug-free workplace;
  - 3) any available counseling, rehabilitation and employee assistance programs; and,
  - 4) penalties that may be imposed upon employees for drug abuse violations.
- c. Every employee who works on the proposed Agreement will:
  - 1) receive a copy of the company's drug-free workplace policy statement; and,
  - 2) agree to abide by the terms of the company's statement as a condition of employment on the Agreement.

Failure to comply with these requirements may result in suspension of payments under the Agreement or termination of the Agreement or both and Contractor may be ineligible for award of any future State agreements if the department determines that any of the following has occurred: the Contractor has made false certification, or violated the

certification by failing to carry out the requirements as noted above. (Gov. Code §8350 et seq.)

3. NATIONAL LABOR RELATIONS BOARD CERTIFICATION: Contractor certifies that no more than one (1) final unappealable finding of contempt of court by a Federal court has been issued against Contractor within the immediately preceding two-year period because of Contractor's failure to comply with an order of a Federal court, which orders Contractor to comply with an order of the National Labor Relations Board. (Pub. Contract Code §10296) (Not applicable to public entities.)

4. CONTRACTS FOR LEGAL SERVICES \$50,000 OR MORE- PRO BONO REQUIREMENT: Contractor hereby certifies that contractor will comply with the requirements of Section 6072 of the Business and Professions Code, effective January 1, 2003.

Contractor agrees to make a good faith effort to provide a minimum number of hours of pro bono legal services during each year of the contract equal to the lesser of 30 multiplied by the number of full time attorneys in the firm's offices in the State, with the number of hours prorated on an actual day basis for any contract period of less than a full year or 10% of its contract with the State.

Failure to make a good faith effort may be cause for non-renewal of a state contract for legal services, and may be taken into account when determining the award of future contracts with the State for legal services.

5. EXPATRIATE CORPORATIONS: Contractor hereby declares that it is not an expatriate corporation or subsidiary of an expatriate corporation within the meaning of Public Contract Code Section 10286 and 10286.1, and is eligible to contract with the State of California.

6. SWEATFREE CODE OF CONDUCT:

a. All Contractors contracting for the procurement or laundering of apparel, garments or corresponding accessories, or the procurement of equipment, materials, or supplies, other than procurement related to a public works contract, declare under penalty of perjury that no apparel, garments or corresponding accessories, equipment, materials, or supplies furnished to the state pursuant to the contract have been laundered or produced in whole or in part by sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor, or with the benefit of sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor. The contractor further declares under penalty of perjury that they adhere to the Sweatfree Code of Conduct as set forth on the California Department of Industrial Relations website located at [www.dir.ca.gov](http://www.dir.ca.gov), and Public Contract Code Section 6108.

b. The contractor agrees to cooperate fully in providing reasonable access to the contractor's records, documents, agents or employees, or premises if reasonably required by authorized officials of the contracting agency, the Department of Industrial Relations,

or the Department of Justice to determine the contractor's compliance with the requirements under paragraph (a).

7. DOMESTIC PARTNERS: For contracts over \$100,000 executed or amended after January 1, 2007, the contractor certifies that contractor is in compliance with Public Contract Code section 10295.3.

### **DOING BUSINESS WITH THE STATE OF CALIFORNIA**

The following laws apply to persons or entities doing business with the State of California.

1. CONFLICT OF INTEREST: Contractor needs to be aware of the following provisions regarding current or former state employees. If Contractor has any questions on the status of any person rendering services or involved with the Agreement, the awarding agency must be contacted immediately for clarification.

Current State Employees (Pub. Contract Code §10410):

- 1). No officer or employee shall engage in any employment, activity or enterprise from which the officer or employee receives compensation or has a financial interest and which is sponsored or funded by any state agency, unless the employment, activity or enterprise is required as a condition of regular state employment.
- 2). No officer or employee shall contract on his or her own behalf as an independent contractor with any state agency to provide goods or services.

Former State Employees (Pub. Contract Code §10411):

- 1). For the two-year period from the date he or she left state employment, no former state officer or employee may enter into a contract in which he or she engaged in any of the negotiations, transactions, planning, arrangements or any part of the decision-making process relevant to the contract while employed in any capacity by any state agency.
- 2). For the twelve-month period from the date he or she left state employment, no former state officer or employee may enter into a contract with any state agency if he or she was employed by that state agency in a policy-making position in the same general subject area as the proposed contract within the 12-month period prior to his or her leaving state service.

If Contractor violates any provisions of above paragraphs, such action by Contractor shall render this Agreement void. (Pub. Contract Code §10420)

Members of boards and commissions are exempt from this section if they do not receive payment other than payment of each meeting of the board or commission, payment for preparatory time and payment for per diem. (Pub. Contract Code §10430 (e))

2. LABOR CODE/WORKERS' COMPENSATION: Contractor needs to be aware of the provisions which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions, and Contractor affirms to comply with such provisions before commencing the performance of the work of this Agreement. (Labor Code Section 3700)

3. AMERICANS WITH DISABILITIES ACT: Contractor assures the State that it complies with the Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA. (42 U.S.C. 12101 et seq.)

4. CONTRACTOR NAME CHANGE: An amendment is required to change the Contractor's name as listed on this Agreement. Upon receipt of legal documentation of the name change the State will process the amendment. Payment of invoices presented with a new name cannot be paid prior to approval of said amendment.

5. CORPORATE QUALIFICATIONS TO DO BUSINESS IN CALIFORNIA:

a. When agreements are to be performed in the state by corporations, the contracting agencies will be verifying that the contractor is currently qualified to do business in California in order to ensure that all obligations due to the state are fulfilled.

b. "Doing business" is defined in R&TC Section 23101 as actively engaging in any transaction for the purpose of financial or pecuniary gain or profit. Although there are some statutory exceptions to taxation, rarely will a corporate contractor performing within the state not be subject to the franchise tax.

c. Both domestic and foreign corporations (those incorporated outside of California) must be in good standing in order to be qualified to do business in California. Agencies will determine whether a corporation is in good standing by calling the Office of the Secretary of State.

6. RESOLUTION: A county, city, district, or other local public body must provide the State with a copy of a resolution, order, motion, or ordinance of the local governing body which by law has authority to enter into an agreement, authorizing execution of the agreement.

7. AIR OR WATER POLLUTION VIOLATION: Under the State laws, the Contractor shall not be: (1) in violation of any order or resolution not subject to review promulgated by the State Air Resources Board or an air pollution control district; (2) subject to cease and desist order not subject to review issued pursuant to Section 13301 of the Water Code for violation of waste discharge requirements or discharge prohibitions; or (3) finally determined to be in violation of provisions of federal law relating to air or water pollution.

8. PAYEE DATA RECORD FORM STD. 204: This form must be completed by all contractors that are not another state agency or other governmental entity.

**EMERGENCY HOSUING**

<u>Daily Rate Per Youth</u>		<u>x</u>	<u>Estimated # of Days*</u>	<u>=</u>	<u>Total per Fiscal Year</u>
FY 14/15	\$115.72	x	181	=	\$ 20,945.32
FY 15/16	\$115.72	x	181	=	\$ 20,945.32
					\$ 41,890.64

**(REIMBURSEMENT CONTRACT)**

The County of Amador is allocated \$41,890.64 for the life of this contract, July 1, 2014 through June 30, 2016, and agrees to reimburse California Department of Corrections and Rehabilitation Division of Juvenile Justice (CDCR/DJJ) to provide Emergency Housing Services of juvenile youth of the court from the County of Amador, as outlined in Welfare and Institution Code Section 1752.15. The County of Amador will be charged the daily rate of One Hundred Fifteen Dollars and Seventy Two Cents (\$115.72) per day or any part of a day. Such costs having been determined by the Director for the Division of Juvenile Justice of CDCR to be necessary to reimburse the State for the costs incurred. Notwithstanding the budget allocation stated above, the County of Amador agrees to compensate CDCR for each referral in accordance with the rate schedules of this Agreement even if the total compensation exceeds the budget.

CDCR/DJJ shall bill the County monthly, by means of itemized statements, for each youth, and the County shall make remittance or payment thereof within forty-five (45) days of receipt of such billing.

\*Estimated number of days to be used during the term of the contract.

**1. Invoicing and Payment (reimbursement contracts)**

- a.** The CDCR will submit an Invoice to the Contractor, by the 10<sup>th</sup> day of each month for the preceding month's services; based on the rates specified in Exhibit B-1, Rate Sheet, which is attached hereto and made part of this Agreement
- b.** Invoices will be due within forty-five (45) days of the statement date and shall be remitted to the appropriate CDCR Accounting office below:

California Department of Corrections and Rehabilitation (CDCR)  
Southern California Regional Accounting Office  
Attention: Accounts Receivable  
PO Box 6000  
Rancho Cucamonga, CA 91729-6000

AND

California Department of Corrections and Rehabilitation (CDCR)  
Division of Juvenile Justice  
Attention: Accounts Receivable  
1600 K Street, Third Floor  
Sacramento, CA 95814

**1. Contract Disputes with Public Entities** (Supersedes provision number 6, Disputes, of Exhibit C)

As a condition precedent to Contractor's right to institute and pursue litigation or other legally available dispute resolution process, if any, Contractor agrees that all disputes and/or claims of Contractor arising under or related to the Agreement shall be resolved pursuant to the following processes. Contractor's failure to comply with said dispute resolution procedures shall constitute a failure to exhaust administrative remedies.

Pending the final resolution of any such disputes and/or claims, Contractor agrees to diligently proceed with the performance of the Agreement, including the delivering of goods or providing of services. Contractor's failure to diligently proceed shall constitute a material breach of the Agreement.

The Agreement shall be interpreted, administered, and enforced according to the laws of the State of California. The parties agree that any suit brought hereunder shall have venue in Sacramento, California, the parties hereby waiving any claim or defense that such venue is not convenient or proper.

A county, city, district or other local public body, state board or state commission, another state or federal agency, or joint-powers authority shall resolve a dispute with CDCR, if any, through a meeting of representatives from the entities affected. If the dispute cannot be resolved to the satisfaction of the parties, each entity may thereafter pursue its right to institute litigation or other dispute resolution process, if any, available under the laws of the State of California.

**2. Confidentiality of Data**

All financial, statistical, personal, technical and other data and information relating to State's operation, which are designated confidential by the State and made available to carry out this Agreement, or which become available to the Contractor in order to carry out this Agreement, shall be protected by the Contractor from unauthorized use and disclosure.

If the methods and procedures employed by the Contractor for the protection of the Contractor's data and information are deemed by the State to be adequate for the protection of the State's confidential information, such methods and procedures may be used with the written consent of the State. The Contractor shall not be required under the provisions of this paragraph to keep confidential any data already rightfully in the Contractor's possession that is independently developed by the Contractor outside the scope of the Agreement or is rightfully obtained from third parties.

No reports, information, inventions, improvements, discoveries, or data obtained, repaired, assembled, or developed by the Contractor pursuant to this Agreement shall be released, published, or made available to any person (except to the State) without prior written approval from the State.

Contractor by acceptance of this Agreement is subject to all of the requirements of California Government Code Section 11019.9 and California Civil Code Sections 1798, et seq., regarding the collection, maintenance, and disclosure of personal and confidential information about individuals.

**3. Accounting Principles**

The Contractor will adhere to generally accepted accounting principles as outlined by the American Institute of Certified Public Accountants. Dual compensation is not allowed; a contractor cannot receive simultaneous compensation from two or more funding sources for the same services performed even though both funding sources could benefit.



**4. Taxes**

Unless required by law, the State of California is exempt from federal excise taxes.

**5. Right to Terminate** (Supersedes provision number 7, Termination for Cause, of Exhibit C)

The parties hereto agree that either party may cancel this Agreement by giving the other party written notice thirty (30) days in advance of the effective date of such cancellation. In the event of such termination, the State agrees to pay Contractor for actual services rendered up to and including the date of termination.

The State may terminate this Agreement and be relieved of any payments should the Contractor fail to perform the requirements of this Agreement at the time and in the manner herein provided. In the event of such termination the State may proceed with the work in any manner deemed proper by the State. All costs to the State shall be deducted from any sum due the Contractor under this Agreement and the balance, if any, shall be paid to the Contractor upon demand.

**6. Contract Suspension**

Notwithstanding any other provisions of this Agreement, pursuant to a Governor's Executive Order or equivalent directive, such as a court order or an order from a federal or state regulatory agency, mandating the suspension of state contracts, the State may issue a Suspension of Work Notice. The Notice shall identify the specific Executive Order or directive and the Agreement number(s) subject to suspension. Unless specifically stated otherwise, all performance under the Agreement(s) must stop immediately upon receipt of the Notice. During the period of contract suspension, Contractor is not entitled to any payment for the suspended work. Once the order suspending state contracts has been lifted, a formal letter from the Department will be issued to the Contractor to resume work.

**7. Extension of Term**

If it is determined to be in the best interest of the State, upon agreement, the State may extend this contract, with no increase in service cost, for a period of one (1) year or less.

**8. Contractor Employee Misconduct**

During the performance of this Agreement, it shall be the responsibility of the Contractor whenever there is an incident of use of force or allegation(s) of employee misconduct associated with and directly impacting inmate and/or parolee rights, to immediately notify the CDCR of the incident(s), to cause an investigation to be conducted, and to provide CDCR with all relevant information pertaining to the incident(s). All relevant information includes, but is not limited to: a) investigative reports; b) access to inmates/parolees and the associated staff; c) access to employee personnel records; d) that information reasonably necessary to assure CDCR that inmates and/or parolees are not or have not been deprived of any legal rights as required by law, regulation, policy and procedures; and e) written evidence that the Contractor has taken such remedial action, in the event of unnecessary or excessive force, or employee misconduct with inmates and/or parolees, as will assure against a repetition of incident(s) or retaliation. To the extent that the information provided by the Contractor fails to so assure CDCR, CDCR may require that any implicated Contractor staff be denied access to and the supervision of CDCR inmates and/or parolees at the facility and access to inmate and/or parolee records. Notwithstanding the foregoing, and without waiving any obligation of the Contractor, CDCR retains the power to conduct an independent investigation of any incident(s). Furthermore, it is the responsibility of the Contractor to include the foregoing terms within any and all subcontracts, requiring that subcontractor(s) agree to the jurisdiction of CDCR to conduct an investigation of their facility and staff, including review of subcontractor employee personnel records, as a condition of the Agreement.

**9. Subcontracting**

Services provided are to be performed primarily with the staff of the public entity or, in the case of educational institutions, auxiliaries or foundations, by the faculty, staff or students associated with the particular institution. Agreements are not to be used by state agencies to circumvent the competitive bidding requirements of Public Contract Code Section 10340.

If more than twenty-five (25) percent of the total contract amount or \$50,000.00, whichever is less, is subcontracted, non-competitive bid approval must be obtained from the Secretary of CDCR and the Department of General Services prior to the commencement of services, unless the subcontract was competitively bid or the subcontractor(s) also qualifies as a state agency, governmental agency, or joint power.

**10. Subcontractor/Consultant Information**

Contractor is required to identify all subcontractors and consultants who will perform labor or render services in the performance of this Agreement. Additionally, the Contractor shall notify the Department of Corrections and Rehabilitation, Office of Business Services, in writing, within ten (10) working days, of any changes to the subcontractor and/or consultant information.

**11. Liability for Nonconforming Work**

The Contractor will be fully responsible for ensuring that the completed work conforms to the agreed upon terms. If nonconformity is discovered prior to the Contractor's deadline, the Contractor will be given a reasonable opportunity to cure the nonconformity. If the nonconformity is discovered after the deadline for the completion of the project, CDCR, in its sole discretion, may use any reasonable means to cure the nonconformity. The Contractor shall be responsible for reimbursing CDCR for any additional expenses incurred to cure such defects.

**12. Temporary Nonperformance**

If, because of mechanical failure or for any other reason, the Contractor shall be temporarily unable to perform the work as required, the State, during the period of the Contractor's inability to perform, reserves the right to accomplish the work by other means and shall be reimbursed by the Contractor for any additional costs above the Agreement price.

**13. Contract Violations**

The Contractor acknowledges that any violation of Chapter 2, or any other chaptered provision of the Public Contract Code (PCC), is subject to the remedies and penalties contained in PCC Sections 10420 through 10425.

**14. Employment of Ex-Offenders**

Contractor cannot and will not either directly, or on a subcontract basis, employ in connection with this Agreement:

- a. Ex-Offenders on active parole or probation, who have been on active parole or probation during the last three years preceding their employment;
  1. Contractor shall only employ ex-offenders who can provide written evidence of having satisfactorily completed parole or probation, and who have remained off parole or probation, and have had no arrests or convictions within the past three years.

- b. Ex-offenders convicted of drug trafficking in a prison/jail; escape or aiding/abetting escape; battery on a Peace Officer or Public Official; arson offenses; or, any violations of Penal Code Sections 4570-4574 (unauthorized Communications with Prisons and Prisoners Offenses).
- c. Ex-Offenders are required to register as a sex offender pursuant to Penal Code Section 290.
- d. Any ex-offender who has an offense history involving a "violent felony" as defined in subparagraph (c) of Penal Code Section 667.5; or
- e. Any ex-offender in a position which provides direct supervision of parolees.

An ex-offender whose assigned duties involve administrative or policy decision-making, accounting, procurement, cashiering, auditing, or any other business-related administrative function shall be fully bonded to cover any potential loss to the State or contractor. Evidence of such bond shall be supplied to CDCR prior to employment of the ex-offender.

#### 15. Conflict of Interest

The Contractor and their employees shall abide by the provisions of Government Code (GC) Sections 1090, 81000 et seq., 82000 et seq., 87100 et seq., and 87300 et seq., Public Contract Code (PCC) Sections 10335 et seq. and 10410 et seq., California Code of Regulations (CCR), Title 2, Section 18700 et seq. and Title 15, Section 3409, and the Department Operations Manual (DOM) Section 31100 et seq. regarding conflicts of interest.

##### **a. Contractors and Their Employees**

Consultant contractors shall file a Statement of Economic Interests, Fair Political Practices Commission (FPPC) Form 700 prior to commencing services under the Agreement, annually during the life of the Agreement, and within thirty (30) days after the expiration of the Agreement. Other service contractors and/or certain of their employees may be required to file a Form 700 if so requested by the CDCR or whenever it appears that a conflict of interest may be at issue. Generally, service contractors (other than consultant contractors required to file as above) and their employees shall be required to file an FPPC Form 700 if one of the following exists:

- (1) The Agreement service has been identified by the CDCR as one where there is a greater likelihood that a conflict of interest may occur;
- (2) The Contractor and/or Contractor's employee(s), pursuant to the Agreement, makes or influences a governmental decision; or
- (3) The Contractor and/or Contractor's employee(s) serves in a staff capacity with the CDCR and in that capacity participates in making a governmental decision or performs the same or substantially all the same duties for the CDCR that would otherwise be performed by an individual holding a position specified in the CDCR's Conflict of Interest Code.

##### **b. Current State Employees**

- (1) No officer or employee shall engage in any employment, activity or enterprise from which the officer or employee receives compensation or has a financial interest and which is sponsored or funded by any state agency, unless the employment, activity or enterprise is required as a condition of regular state employment.
- (2) No officer or employee shall contract on his or her own behalf as an independent contractor with any state agency to provide goods or services.
- (3) In addition to the above, CDCR officials and employees shall also avoid actions resulting in or creating an appearance of:

- (a) Using an official position for private gain;
  - (b) Giving preferential treatment to any particular person;
  - (c) Losing independence or impartiality;
  - (d) Making a decision outside of official channels; and
  - (e) Affecting adversely the confidence of the public or local officials in the integrity of the program.
- (4) Officers and employees of the Department must not solicit, accept or receive, directly or indirectly, any fee, commission, gratuity or gift from any person or business organization doing or seeking to do business with the State.

**c. Former State Employees**

- (1) For the two year (2-year) period from the date he or she left state employment, no former state officer or employee may enter into an Agreement in which he or she engaged in any of the negotiations, transactions, planning, arrangements or any part of the decision-making process relevant to the Agreement while employed in any capacity by any state agency.
- (2) For the twelve-month (12-month) period from the date he or she left state employment, no former state officer or employee may enter into an Agreement with any state agency if he or she was employed by that state agency in a policy-making position in the same general subject area as the proposed Agreement within the 12-month period prior to his or her leaving state service.

In addition to the above, the Contractor shall avoid any conflict of interest whatsoever with respect to any financial dealings, employment services, or opportunities offered to inmates or parolees. The Contractor shall not itself employ or offer to employ inmates or parolees either directly or indirectly through an affiliated company, person or business unless specifically authorized in writing by CDCR. In addition, the Contractor shall not (either directly, or indirectly through an affiliated company, person or business) engage in financial dealings with inmates or parolees, except to the extent that such financial dealings create no actual or potential conflict of interest, are available on the same terms to the general public, and have been approved in advance in writing by CDCR. For the purposes of this paragraph, "affiliated company, person or business" means any company, business, corporation, nonprofit corporation, partnership, limited partnership, sole proprietorship, or other person or business entity of any kind which has any ownership or control interest whatsoever in the Contractor, or which is wholly or partially owned (more than 5% ownership) or controlled (any percentage) by the Contractor or by the Contractor's owners, officers, principals, directors and/or shareholders, either directly or indirectly. "Affiliated companies, persons or businesses" include, but are not limited to, subsidiary, parent, or sister companies or corporations, and any company, corporation, nonprofit corporation, partnership, limited partnership, sole proprietorship, or other person or business entity of any kind that is wholly or partially owned or controlled, either directly or indirectly, by the Contractor or by the Contractor's owners, officers, principals, directors and/or shareholders.

The Contractor shall have a continuing duty to disclose to the State, in writing, all interests and activities that create an actual or potential conflict of interest in performance of the Agreement.

The Contractor shall have a continuing duty to keep the State timely and fully apprised in writing of any material changes in the Contractor's business structure and/or status. This includes any changes in business form, such as a change from sole proprietorship or partnership into a corporation or vice-versa; any changes in company ownership; any dissolution of the business; any change of the name of the business; any filing in bankruptcy; any revocation of corporate status by the Secretary of State; and any other material changes in the Contractor's business status or structure that could affect the performance of the Contractor's duties under the Agreement.

If the Contractor violates any provision of the above paragraphs, such action by the Contractor shall render this Agreement void.

Members of boards and commissions are exempt from this section if they do not receive payment other than payment for each meeting of the board or commission, payment for preparatory time and payment for per diem.

**16. Travel**

Contractor's rates shall include all travel expenses required to perform services in accordance with this contract.

**17. Notification of Personnel Changes**

Contractor must notify the State, in writing, of any changes of those personnel allowed access to State premises for the purpose of providing services under this Agreement. In addition, Contractor must recover and return any State-issued identification card provided to Contractor's employee(s) upon their departure or termination.

**18. Security Clearance/Fingerprinting**

The State reserves the right to conduct fingerprinting and/or security clearance—through the Department of Justice, Bureau of Criminal Identification and Information (BCII)—prior to award and at any time during the term of the Agreement, in order to permit Contractor (and/or Contractor employee) access to State premises. The State further reserves the right to terminate the Agreement should a threat to security be determined.

**19. Computer Software**

Contractor certifies that it has appropriate systems and controls in place to ensure that state funds will not be used in the performance of this Agreement for the acquisition, operation or maintenance of computer software in violation of copyright laws.

**20. Expendable Equipment**

Expendable equipment is defined as expendable items which change with use and have a unit acquisition cost of less than \$5,000 per unit (i.e. fax machines, computers, printers, etc.). Title to any expendable equipment purchased or built with State funds as part of this agreement will vest in the State. The Contractor must retain a listing of expendable equipment purchases that are considered "theft-sensitive" items, such as cameras, calculators, two-way radios, computer equipment, etc., for audit purposes. Upon completion or termination of the agreement, Contractors are required to leave all expendable equipment for use by subsequent contractors or for the State to dispose of accordingly. The State may authorize the continued use of such equipment for work to be performed under a different agreement.

The cost of expendable equipment purchased should be comparable to the prevailing price for similar items in the surrounding area.

**21. Electronic Waste Recycling**

The Contractor certifies that it complies with the requirements of the Electronic Waste Recycling Act of 2003, Chapter 8.5, Part 3 of Division 30, commencing with Section 42460 of the Public Resources Code, relating to hazardous and solid waste. Contractor shall maintain documentation and provide reasonable access to its records and documents that evidence compliance.

**22. Liability for Loss and Damages**

Any damages by the Contractor to the State's facility including equipment, furniture, materials or other State property, will be repaired or replaced by the Contractor to the satisfaction of the State at no cost to the State. The State may, at its option, repair any such damage and deduct the cost thereof from any sum due Contractor under this Agreement.

**23. Disclosure**

Neither the State nor any State employee will be liable to the Contractor or its staff for injuries inflicted by inmates or parolees of the State. The State agrees to disclose to the Contractor any statement(s) known made by any inmate or parolee which indicate violence may result in any specific situation, and the same responsibility will be shared by the Contractor in disclosing such statement(s) to the State.

**24. Workers' Compensation**

Contractor hereby represents and warrants that Contractor is currently and shall, for the duration of this agreement, carry workers' compensation insurance, at Contractor's expense, or that it is self-insured through a policy acceptable to CDCR, for all of its employees who will be engaged in the performance of this agreement. Such coverage will be a condition of CDCR's obligation to pay for services provided under this agreement.

Prior to approval of this agreement and before performing any work, Contractor shall furnish to the State evidence of valid workers' compensation coverage. Contractor agrees that the workers' compensation insurance shall be in effect at all times during the term of this agreement. In the event said insurance coverage expires or is canceled at any time during the term of this agreement, Contractor agrees to give at least thirty (30) days prior notice to CDCR before said expiration date or immediate notice of cancellation. Evidence of coverage shall not be for less than the remainder of the term of the agreement or for a period of not less than one year. The State reserves the right to verify the Contractor's evidence of coverage. In the event the Contractor fails to keep workers' compensation insurance coverage in effect at all times, the State reserves the right to terminate this agreement and seek any other remedies afforded by the laws of this State.

Contractor also agrees to indemnify, defend and save harmless the State, its officers, agents and employees from any and all of Contractor's workers' compensation claims and losses by Contractor's officers, agents and employees related to the performance of this agreement.

**25. Insurance Requirements**

Insurance as required herein shall be a condition of the State's obligation to pay for services provided under this Agreement. Prior to approval of this Agreement and before performing any work, Contractor and any subcontractor shall furnish to the State evidence of valid coverage. The following shall be considered evidence of coverage: A certificate of insurance, a "true and certified" copy of the policy, or any other proof of coverage issued by Contractor's insurance carrier. Binders are not acceptable as evidence of coverage. Providing evidence of coverage to the State conveys no rights or privileges to the State, nor does it insure any State employee or insure any premises owned, leased, used by or otherwise or under the control of the State. It does, however, serve to provide the State with proof that the Contractor and any subcontractors are insured at the minimum levels required by the State of California.

Contractor agrees that any liability insurance required in the performance of this Agreement shall be in effect at all times during the term of this Agreement. In the event said insurance coverage expires or is canceled during the term of this Agreement, Contractor shall provide the State within five (5) business days of receipt by

contractor a copy of any notice of cancellation or non-renewal of insurance required by the contract. Evidence of coverage required in the performance of this Agreement shall not be for less than the remainder of the term of this Agreement or for a period of not less than one year. The State and the Department of General Services (DGS) reserve the right to verify the Contractor's evidence of coverage; evidence of coverage is subject to the approval of the DGS. In the event the Contractor fails to keep insurance coverage as required herein in effect at all times, the State reserves the right to terminate this Agreement and to seek any other remedies afforded by the laws of the State of California.

Contractor hereby represents and warrants they (and any subcontractors) are currently and shall for the duration of this Agreement be insured. Contractor shall provide proof of self-insurance.

**26. Tuberculosis (TB) Testing**

In the event that the services required under this Agreement will be performed within a CDCR institution/parole office/community-based program, prior to the performance of contracted duties, Contractors and their employees who are assigned to work with inmates/parolees on a regular basis shall be required to be examined or tested or medically evaluated for TB in an infectious or contagious stage, and at least once a year thereafter or more often as directed by CDCR. Regular basis is defined as having contact with inmates/parolees in confined quarters more than once a week.

Contractors and their employees shall be required to furnish to CDCR, at no cost to CDCR, a form CDCR 7336, "Employee Tuberculin Skin Test (TST) and Evaluation," prior to assuming their contracted duties and annually thereafter, showing that the Contractor and their employees have been examined and found free of TB in an infectious stage. The form CDCR 7336 will be provided by CDCR upon Contractor's request.

*The following provisions apply to services provided on departmental and/or institution grounds:*

**27. Blood borne Pathogens**

Provider shall adhere to California Division of Occupational Safety and Health (CAL-OSHA) regulations and guidelines pertaining to blood borne pathogens.

**28. Primary Laws, Rules, and Regulations Regarding Conduct and Association with State Prison Inmates and Division of Juvenile Justice Wards**

Individuals who are not employees of the California Department of Corrections and Rehabilitation (CDCR), but who are working in and around inmates who are incarcerated, or wards who are housed within California's institutions/facilities or camps, are to be apprised of the laws, rules and regulations governing conduct in associating with prison inmates or wards. The following is a summation of pertinent information when non-departmental employees come in contact with prison inmates or wards.

By signing this contract, the Contractor agrees that if the provisions of the contract require the Contractor to enter an institution/facility or camp, the Contractor and any employee(s) and/or subcontractor(s) shall be made aware of and shall abide by the following laws, rules and regulations governing conduct in associating with prison inmates or wards:

- a. Persons who are not employed by CDCR, but are engaged in work at any institution/facility or camp must observe and abide by all laws, rules and regulations governing the conduct of their behavior in associating with prison inmates or wards. Failure to comply with these guidelines may lead to expulsion from CDCR institutions/facilities or camps.

SOURCE: California Penal Code (PC) Sections 5054 and 5058; California Code of Regulations (CCR), Title 15, Sections 3285 and 3415, and California Welfare and Institutions Code (WIC) Section 1712.

- b. CDCR does not recognize hostages for bargaining purposes. CDCR has a "NO HOSTAGE" policy and all prison inmates, wards, visitors, and employees shall be made aware of this.

SOURCE: PC Sections 5054 and 5058; CCR, Title 15, Section 3304 and 4603; WIC Section 1712.

- c. All persons entering onto institution/facility or camp grounds consent to search of their person, property or vehicle at any time. Refusal by individuals to submit to a search of their person, property, or vehicle may be cause for denial of access to the premises.

SOURCE: PC Sections 2601, 5054 and 5058; CCR, Title 15, Sections 3173, 3177, 3288, 4696, and 4697; WIC 1712.

- d. Persons normally permitted to enter an institution/facility or camp may be barred, for cause, by the CDCR Director, Warden, and/or Regional Parole Administrator.

SOURCE: PC Sections 5054 and 5058; CCR, Title 15, Section 3176 (a) and 4696; WIC Section 1712.

- e. It is illegal for an individual who has been previously convicted of a felony offense to enter into CDCR adult institutions/facilities or camps, or youth institutions/facilities or camps in the nighttime, without the prior approval of the Warden or officer in charge. It is also illegal for an individual to enter onto these premises for unauthorized purposes or to refuse to leave said premises when requested to do so. Failure to comply with this provision could lead to prosecution.

SOURCE: PC Sections 602, 4570.5 and 4571; CCR, Title 15, Sections 3173 and 3289; WIC Section 1001.7.

- f. Encouraging and/or assisting prison inmates to escape, is a crime. It is illegal to bring firearms, deadly weapons, explosives, tear gas, drugs or drug paraphernalia on CDCR institutions/facilities or camp premises. It is illegal to give prison inmates or wards firearms, explosives, alcoholic beverages, narcotics, or any drug or drug paraphernalia, including cocaine or marijuana. It is illegal to give wards sex oriented objects or devices, and written materials and pictures whose sale is prohibited to minors.

SOURCE: PC Sections 2772, 2790, 4533, 4535, 4550, 4573, 4573.5, 4573.6 and 4574; WIC Section 1152, CRR, Title 15, sections 4681 and 4710; WIC Section 1001.5.

- g. It is illegal to give or take letters from inmates or wards without the authorization of the Warden or officer in charge. It is also illegal to give or receive any type of gift and/or gratuities from prison inmates or wards.

SOURCE: PC Sections 2540, 2541 and 4570; CCR, Title 15, Sections 3010, 3399, 3401, 3424, 3425 and 4045; WIC Section 1712.

- h. In an emergency situation the visiting program and other program activities may be suspended.

SOURCE: PC Section 2601; CCR, Title 15, Section 3383, 4002.5 and 4696.



- i. For security reasons, visitors must not wear clothing that in any way resembles state issued prison inmate or ward clothing (blue denim shirts, blue denim pants).

SOURCE: CCR, Title 15, Section 3174 (b) (1) and 4696.

- j. Interviews with SPECIFIC INMATES are not permitted. Conspiring with an inmate to circumvent policy and/or regulations constitutes a rule violation that may result in appropriate legal action. Interviews with individual wards are permitted with written consent of each ward if he is 18 years of age or older, or with written consent of a parent, legal guardian, or committing court, if 17 years of age or younger.

SOURCE: CCR, Title 15, Sections 3261.5, 3315 (a) (3) (X), and 3177 and 4700(a)(1).

### **29. Clothing Restrictions**

While on institution grounds, Contractor and all its agents, employees, and/or representatives shall be professionally and appropriately dressed in clothing distinct from that worn by inmates at the institution. Specifically, blue denim pants and blue chambray shirts, orange/red/yellow/white/chartreuse jumpsuits and/or yellow rainwear shall not be worn onto institution grounds, as this is inmate attire. Contractor should contact the institution regarding clothing restrictions prior to requiring access to the institution to assure the Contractor and their employees are in compliance.

### **30. Tobacco-Free Environment**

Pursuant to Penal Code Section 5030.1, the use of tobacco products by any person on the grounds of any institution or facility under the jurisdiction of the Department of Corrections and Rehabilitation is prohibited.

### **31. Prison Rape Elimination Policy**

CDCR is committed to providing a safe, humane, secure environment, free from sexual misconduct. This will be accomplished by maintaining a program to ensure education/prevention, detection, response, investigation and tracking of sexual misconduct and to address successful community re-entry of the victim. The CDCR shall maintain a zero tolerance for sexual misconduct in its institutions, community correctional facilities, conservation camps and for all offenders under its jurisdiction. All sexual misconduct is strictly prohibited.

As a contractor with the CDCR, you and your staff are expected to ensure compliance with this policy as described in Department Operations Manual, Chapter 5, Article 44.

### **32. Security Regulations**

- a. Unless otherwise directed by the entrance gate officer and/or Contract Manager, the Contractor, Contractor's employees and subcontractors shall enter the institution through the main entrance gate and park private and nonessential vehicles in the designated visitor's parking lot. Contractor, Contractor's employees and subcontractors shall remove the keys from the ignition when outside the vehicle and all unattended vehicles shall be locked and secured while on institution grounds.
- b. Any State- and Contractor-owned equipment used by the Contractor for the provision of contract services, shall be rendered temporarily inoperative by the Contractor when not in use, by locking or other means unless specified otherwise.

- c. In order to maintain institution safety and security, periodic fire prevention inspections and site searches may become necessary and Contractor must furnish keys to institutional authorities to access all locked areas on the worksite. The State shall in no way be responsible for Contractor's loss due to fire.
- d. Due to security procedures, the Contractor, Contractor's employees and subcontractors may be delayed at the institution vehicle/pedestrian gates and sally ports. Any loss of time checking in and out of the institution gates and sally ports shall be borne by the Contractor.
- e. Contractor, Contractor's employees and subcontractors shall observe all security rules and regulations and comply with all instructions given by institutional authorities.
- f. Electronic and communicative devices such as pagers, cell phones and cameras/microcameras are not permitted on institution grounds.
- g. Contractor, Contractor's employees and subcontractors shall not cause undue interference with the operations of the institution.
- h. No picketing is allowed on State property.

**33. Gate Clearance**

Contractor and Contractor's employee(s) and/or subcontractor(s) must be cleared prior to providing services. The Contractor will be required to complete a Request for Gate Clearance for all persons entering the facility a minimum of ten (10) working days prior to commencement of service. The Request for Gate Clearance must include the person's name, social security number, valid state driver's license number or state identification card number and date of birth. Information shall be submitted to the Contract Liaison or his/her designee. CDCR uses the Request for Gate Clearance to run a California Law Enforcement Telecommunications System (CLETS) check. The check will include Department of Motor Vehicles check, Wants and Warrants check, and Criminal History check.

Gate clearance may be denied for the following reasons: Individual's presence in the institution presents a serious threat to security, individual has been charged with a serious crime committed on institution property, inadequate information is available to establish positive identity of prospective individual, and/or individual has deliberately falsified his/her identity.

All persons entering the facilities must have a valid state driver's license or photo identification card on their person.

## **BUSINESS ASSOCIATES AGREEMENT (HIPAA)**

### **Diagnostic Studies, Treatment Services and Case Referrals**

WHEREAS, Provider, hereinafter referred to in this Exhibit as "Business Associate," acknowledges that the CDCR, hereinafter referred to in this Exhibit as "Covered Entity," has in its possession data that contains individual identifiable health information as defined by Health Insurance Portability and Accountability Act of 1996, Pub. L. No. 104-191 ("HIPAA") and the regulations promulgated thereunder;

WHEREAS, Business Associate and Covered Entity acknowledge that the fulfillment of the Parties' obligations under this Service Agreement necessitates the exchange of, or access to, data including individual identifiable health information; and,

WHEREAS, the parties desire to comply with federal and California laws regarding the use and disclosure of individually identifiable health information, and in particular with the provisions of the federal Health Insurance Portability and Accountability Act of 1996 (HIPAA) and the regulations promulgated thereunder.

NOW, THEREFORE, in consideration of the mutual promises and covenants hereinafter contained, the Parties agree as follows:

### **ARTICLE 1 DEFINITIONS**

Terms used, but not otherwise defined, in this Exhibit shall have the meanings set forth below.

- 1.1 "HHS Transaction Standard Regulation" means the Code of Federal Regulations ("CFR") at Title 45, Sections 160 and 162.
- 1.2 "Individual" means the subject of protected health information (PHI) or, if deceased, his or her personal representative.
- 1.3 "Parties" shall mean the Covered Entity and Business Associate. (Covered Entity and Business Associate, individually, may be referred to as a "Party".)
- 1.4 "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR Part 160 and Part 164, Subparts A and E.
- 1.5 "PHI" shall have the same meaning as the term "protected health information" in 45 CFR §164.501, limited to the information created or received by Business Associate from or on behalf of the Covered Entity.
- 1.6 "Required By Law" shall have the same meaning as "required by law" in 45 CFR §164.501.

1.7 "Secretary" shall mean the Secretary of the Department of Health and Human Services or his designee.

Any other terms used, but not otherwise defined, in this Exhibit shall have the same meaning as those terms in the Privacy Rule.

## ARTICLE 2 CONFIDENTIALITY

- 2.1 Obligations and Activities of Business Associate. Business Associate agrees as follows:
- (a) not to use or further disclose PHI other than as permitted or required by this Agreement or as Required By Law;
  - (b) to establish, maintain, and use appropriate safeguards to prevent use or disclosure of the PHI other than as permitted herein;
  - (c) to report to Covered Entity any use, access or disclosure of the PHI not provided for by this Agreement, or any misuse of the PHI, including but not limited to systems compromises of which it becomes aware and to mitigate, to the extent practicable, any harmful effect that is known to Business Associate as a result thereof. Business Associate shall be responsible for any and all costs (including the costs of Covered Entity) associated with mitigating or remedying any violation of this Agreement;
  - (d) to enforce and maintain appropriate policies, procedures, and access control mechanisms to ensure that any agent, including a subcontractor, to whom it provides PHI received from, or created or received by Business Associate on behalf of Covered Entity agrees to the same restrictions and conditions that apply through this Agreement to Business Associate with respect to such information. The access and privileges granted to any such agent shall be the minimum necessary to perform the assigned functions;
  - (e) to provide access, at the request of Covered Entity, and in the time and manner reasonable designated by Covered Entity, to PHI in a Designated Record Set (as defined in the Privacy Rule), to Covered Entity or, as directed by Covered Entity, to an Individual in order to meet the requirements under 45 CFR §164.524;
  - (f) to make any amendment(s) to PHI in a Designated Record Set that the Covered Entity directs or agrees to pursuant to 45 CFR §164.526 at the request of Covered Entity or an Individual, and in the time and manner reasonably requested by Covered Entity.
  - (g) to make internal practices, books, and records relating to the use and disclosure of PHI received from, or created or received by Business Associate on behalf of, Covered Entity available to the Covered Entity, or at the request of the Covered Entity to the Secretary, in a time and manner reasonably requested by Covered Entity or designated by the Secretary, for purposes of the Secretary determining Covered Entity's compliance with the Privacy Rule.
  - (h) to document such disclosures of PHI, and information related to such disclosures, as would be required for Covered Entity to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with 45 CFR §164.528. Said documentation shall include, but not be limited to, the date of the disclosure, the name and, if known, the address of the recipient of the PHI, a brief description of the PHI disclosed, and the purpose of the disclosure. Said documentation shall be made available to Covered Entity upon request.

- (i) to provide to Covered Entity or an Individual, in a time and manner reasonably requested by Covered Entity, information collected in accordance with Section 2.1(h) above to permit Covered Entity to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with 45 CFR §164.528.
- (j) to promptly notify Covered Entity of all actual or suspected instances of deliberate unauthorized attempts (both successful and unsuccessful) to access PHI. Such notice shall be made to Covered Entity by telephone as soon as Business Associate becomes aware of the unauthorized attempt, and this telephone notification shall be followed within two (2) calendar days of the discovery of the unauthorized attempt by a written report to Covered Entity from Business Associate. Business Associate shall, at the same time, report to Covered Entity any remedial action taken, or proposed to be taken, with respect to such unauthorized attempt. Covered Entity shall have the discretion to determine whether or not any such remedial action is sufficient, and all such remedial action shall be at Business Associate's expense.
- (k) to maintain and enforce policies, procedures and processes to protect physical access to hardware, software and/or media containing PHI (e.g., hardcopy, tapes, removable media, etc. ) against unauthorized physical access during use, storage, transportation, disposition and /or destruction.
- (l) to ensure that access controls in place to protect PHI and processing resources from unauthorized access are controlled by two-factor identification and authentication: a user ID and a Token, Password or Biometrics.
- (m) to implement, use and monitor its compliance with appropriate technological, administrative and physical safeguards to prevent the use or disclosure of PHI other than as permitted by this Agreement. Business Associate shall provide Covered Entity with evidence of such safeguards upon Covered Entities request. Covered Entity has the right to determine, in its sole discretion, whether such safeguards are appropriate, and to require any additional safeguards it deems necessary.
- (n) In the event that Business Associate is served with legal process (e.g. a subpoena) or request from a governmental agency (e.g. the Secretary) that potentially could require the disclosure of PHI, Business Associate shall provide prompt (i.e., within twenty-four (24) hours) written notice of such legal process (including a copy of the legal process served) to the designated person at the Covered Entity. In addition, Business Associate shall not disclose the PHI without the consent of Covered Entity unless pursuant to a valid and specific court order or to comply with a requirement for review of documents by a governmental regulatory agency under its statutory or regulatory authority to regulate the activities of either party.
- (o) to submit to periodic audits by Covered Entity verifying Business Associate's compliance with appropriate technological, administrative and physical safeguards to prevent the use or disclosure of PHI other than as permitted by this Agreement, as well as compliance with the terms and conditions pursuant to this Agreement and compliance with state and federal laws and regulations. Audit review may be undertaken directly by the Covered

Entity or by third parties engaged by the Covered Entity. Business Associate shall cooperate fully with Covered Entity or any such third party in connection with such audits.

2.2 Disclosures Required By Law.

In the event that Business Associate is required by law to disclose PHI, Business Associate will immediately provide Covered Entity with written notice and provide Covered Entity an opportunity to oppose any request for such PHI or to take whatever action Covered Entity deems appropriate.

2.3 Specific Use and Disclosure Provisions.

- (a) Except as otherwise limited in this Agreement, Business Associate may use PHI only to carry out the legal responsibilities of the Business Associate under this Service Agreement.
- (b) Except as otherwise limited in this Agreement, Business Associate may only disclose PHI (i) as Required By Law, or (ii) in the fulfillment of its obligations under the Service Agreement and provided that Business Associate has first obtained (A) the consent of Covered Entity for such disclosure, (B) reasonable assurances from the person to whom the information is disclosed that the PHI will remain confidential and used or further disclosed only as Required By Law or for the purpose for which it was disclosed to the person, and (C) reasonable assurances from the person to whom the information is disclosed that such person will notify the Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached.

2.4 Obligations of Covered Entity.

- (a) Covered Entity shall notify Business Associate of any limitations in its notice of privacy practices of Covered Entity in accordance with 45 CFR §164.520, to the extent that such limitation may affect Business Associate's use or disclosure of PHI.
- (b) Covered Entity shall notify Business Associate of any changes in, or revocation of, permission by an Individual to use or disclose PHI, to the extent that such changes may affect Business Associate's use or disclosures of PHI.
- (c) Covered Entity shall notify Business Associate of any restriction to the use or disclosure of PHI that Covered Entity has agreed to in accordance with 45 CFR §164.522, to the extent that such restriction may affect Business Associate's use or disclosure of PHI.
- (d) For any PHI received by Covered Entity from Business Associate on behalf of a third party or another covered entity, Covered Entity agrees to be bound to the obligations and activities of Business Associate enumerated in Section 2.1 as if and to the same extent Covered Entity was the named Business Associate hereunder.

2.5 Permissible Requests by Covered Entity.

Covered Entity shall not request Business Associate to use or disclose PHI in any manner that would not be permissible under the Privacy Rule if done by the Covered Entity.

2.6 Policy and Procedure Review.

Upon request, Business Associate shall make available to Covered Entity any and all documentation relevant to the safeguarding of PHI including but not limited to current policies and procedures, operational manuals and/or instructions, and/or employment and/or third party agreements.



### ARTICLE 3 SECURITY

#### 3.1 Government Healthcare Program Representations.

Business Associate hereby represents and warrants to Covered Entity, its shareholders, members, directors, officers, agents, or employees have not been excluded or served a notice of exclusion or have been served with a notice of proposed exclusion, or have committed any acts which are cause for exclusion, from participation in, or had any sanctions, or civil or criminal penalties imposed under, any federal or state healthcare program, including but not limited to Medicare or Medicaid, or have been convicted, under federal or state law (including without limitation a plea of nolo contendere or participation in a first offender deterred adjudication or other arrangement whereby a judgment of conviction has been withheld), of a criminal offense related to (a) the neglect or abuse of a patient, (b) the delivery of an item or service, including the performance of management or administrative services related to the delivery of an item or service, under a federal or state healthcare program, (c) fraud, theft, embezzlement, breach of fiduciary responsibility, or other financial misconduct in connection with the delivery of a healthcare item or service or with respect to any act or omission in any program operated by or financed in whole or in part by any federal, state or local government agency, (d) the unlawful, manufacture, distribution, prescription, or dispensing of a controlled substance, or (e) interference with or obstruction of any investigation into any criminal offense described in (a) through (d) above. Business Associate further agrees to notify Covered Entity immediately after Business Associate becomes aware that the foregoing representation and warranty may be inaccurate or may be incorrect.

#### 3.2 Security Procedures.

Each Party shall employ security procedures that comply with HIPAA and all other applicable state and federal laws and regulations (collectively, the "Law") and that are commercially reasonable, to ensure that transactions, notices, and other information that are electronically created, communicated, processed, stored, retained or retrieved are authentic, accurate, reliable, complete and confidential. Moreover, each Party shall, and shall require any agent or subcontractor involved in the electronic exchange of data to:

- (a) require its agents and subcontractors to provide security for all data that is electronically exchanged between Covered Entity and Business Associate;
- (b) provide, utilize, and maintain equipment, software, services and testing necessary to assure the secure and reliable transmission and receipt of data containing PHI;
- (c) maintain and enforce security management policies and procedures and utilize mechanisms and processes to prevent, detect, record, analyze, contain and resolve unauthorized access attempts to PHI or processing resources;
- (d) maintain and enforce policies and guidelines for workstation use that delineate appropriate use of workstations to maximize the security of data containing PHI;

- (e) maintain and enforce policies, procedures and a formal program for periodically reviewing its processing infrastructure for potential security vulnerabilities;
- (f) implement and maintain, and require its agents and subcontractors to implement and maintain, appropriate and effective administrative, technical and physical safeguards to protect the security, integrity and confidentiality of data electronically exchanged between Business Associate and Covered Entity, including access to data as provided herein. Each Party and its agents and subcontractors shall keep all security measures current and shall document its security measures implemented in written policies, procedures or guidelines, which it will provide to the other Party upon the other Party's request.

|

**ARTICLE 4**  
**EXCHANGE OF STANDARD TRANSMISSIONS**

- 4.1 Obligations of the Parties. Each of the Parties agrees that for the PHI,
- (a) it will not change any definition, data condition or use of a data element or segment as proscribed in the HHS Transaction Standard Regulation.
  - (b) it will not add any data elements or segments to the maximum denied data set as proscribed in the HHS Transaction Standard Regulation.
  - (c) it will not use any code or data elements that are either marked "not used" in the HHS Standard's implementation specifications or are not in the HHS Transaction Standard's implementation specifications.
  - (d) it will not change the meaning or intent of any of the HHS Transaction Standard's implementation specifications.
- 4.2 Incorporation of Modifications to HHS Transaction Standards.
- Each of the Parties agrees and understands that from time-to-time, HHS may modify and set compliance dates for the HHS Transaction Standards. Each of the Parties agrees to incorporate by reference into this Agreement any such modifications or changes.
- 4.3 Code Set Retention.
- If applicable, both parties understand and agree to keep open code sets being processed or used in this Agreement for at least the current billing period or any appeal period, which ever is longer.
- 4.4 Business Associate Obligations.
- (a) Business Associate shall not submit duplicate transmissions unless so requested by Covered Entity.
  - (b) Business Associate shall only perform those transactions, which are authorized by Covered Entity. Furthermore, Business Associate assumes all liability for any damage, whether direct or indirect, to the electronic data or to Covered Entity's systems caused by Business Associate's unauthorized use of such transactions.
  - (c) Business Associate shall hold Covered Entity harmless from any claim, loss or damage of any kind, whether direct or indirect, whether to person or property, arising out of or related to (1) Business Associate's use or unauthorized disclosure of the electronic data; or (2) Business Associate's submission of data, including but not limited to the submission of incorrect, misleading, incomplete or fraudulent data.

- (d) Business Associate agrees to maintain adequate back-up files to recreate transmissions in the event that such recreations become necessary. Back-up tapes shall be subject to this Agreement to the same extent as original data.
- (e) Business Associate agrees to trace lost or indecipherable transmissions and make reasonable efforts to locate and translate the same. Business Associate shall bear all costs associated with the recreation of incomplete, lost or indecipherable transmissions if such loss is the result of an act or omission of Business Associate.
- (f) Business Associate shall maintain, for seven (7) years, true copies of any source documents from which it produces electronic data.
- (g) Except encounter data furnished by Business Associate to Covered Entity, Business Associate shall not (other than to correct errors) modify any data to which it is granted access under this Agreement or derive new data from such existing data. Any modification of data is to be recorded, and a record of such modification is to be retained by Business Associate for a period of seven (7) years.
- (h) Business Associate shall not disclose security access codes to any third party in any manner without the express written consent of Covered Entity. Business Associate furthermore acknowledges that Covered Entity may change such codes at any time without notice. Business Associate shall assume responsibility for any damages arising from its disclosure of the security access codes or its failure to prevent any third party use of the system without the express written consent of Covered Entity.
- (i) Business Associate shall maintain general liability coverage, including coverage for general commercial liability, for a limit of not less than one million dollars, as well as other coverage as Covered Entity may require to compensate any parties damaged by Business Associate's negligence. Business Associate shall provide evidence of such coverage in the form of a certificate of insurance and agrees to notify Covered Entity and/or HOI immediately of any reduction or cancellation of such coverage.
- (j) Business Associate agrees to conduct testing with Covered Entity to ensure delivery of files that are HIPAA-AS Compliant and to accommodate Covered Entity's specific business requirements.

#### 4.5 Confidential And Proprietary Information

##### (a) Proprietary Information

Business Associate acknowledges that it will have access to certain proprietary information used in Covered Entity's business. Covered Entity's proprietary information derives its commercial value from the fact that it is not available to competitors or any third parties, and the disclosure of this information would or could impair Covered Entity's competitive

position or otherwise prejudice its ongoing business. Business Associate agrees to treat as confidential, and shall not use for its own commercial purpose or any other purpose, Covered Entity's proprietary information. Business Associate shall safeguard Covered Entity's proprietary information against disclosure except as may be expressly permitted herein. Such proprietary information includes, but is not limited to, confidential information concerning the business operations or practices of Covered Entity, including specific technology processes or capabilities.

|

**ARTICLE 5  
MISCELLANEOUS**

5.1 Indemnification.

Business Associate shall indemnify, defend, and save harmless the State, CDCR, and CDCR's officers, employees and agents, against any and all losses, liabilities, settlements, claims, demands, damages, or deficiencies (including interest) and expenses of any kind (including, but not limited to, attorneys' fees) arising out of or due to a breach of the terms of this Exhibit to the Service Agreement, and arising out of Business Associate's acts or omissions in regard to the terms of this Exhibit to the Service Agreement. The foregoing indemnity is in addition to any other save harmless or indemnification set forth in this entire Agreement.

5.2 Term and Termination.

- (a) Term. The Term of this Agreement shall be effective as of the first date of commencement of services under this entire agreement, and shall terminate when all of the PHI provided by Covered Entity to Business Associate, or created or received by Business Associate on behalf of Covered Entity is destroyed or returned to Covered Entity, or, if it is infeasible to return or destroy PHI, protections are extended to such information, in accordance with the termination provisions in this Section.
- (b) Termination for Cause. Upon a material breach by Business Associate of its obligation hereunder, Covered Entity may (i) terminate this Agreement and the Service Agreement; (ii) permit Business Associate to cure the breach; (iii) report the violation to the Secretary; and/or (iv) require Business Associate to take such other action as Covered Entity may request, at Business Associate's expense.

Covered Entity's remedies under this paragraph shall be cumulative, and the exercise of any remedy shall not preclude the exercise of any other. If Covered Entity elects to terminate the Agreement pursuant to a breach of terms and conditions of this Exhibit, Covered Entity shall be relieved of any further obligations under the entire Agreement, and shall be immediately entitled to a refund of any amounts prepaid from the date of the termination through the end of the payment period, on a pro rata basis.

The foregoing termination language is in addition to any other termination language set forth in the entire agreement.

(c) Effect of Termination.

(i) Except as provided in paragraph 5.2(c)(ii), upon termination of this Agreement, for any reason, Business Associate shall return or destroy all PHI received from Covered Entity, or created or received by Business Associate on behalf of Covered Entity. This provision shall apply to PHI that is in the possession of subcontractors or agents of Business Associate. Business Associate shall retain no copies of the PHI.

(ii) In the event that Business Associate determines that returning the PHI is infeasible, Business Associate shall provide to Covered Entity notification of the conditions that make return or destruction infeasible. Upon Covered Entity's agreement that return or destruction of PHI is infeasible, Business Associate shall extend the protections of this Agreement to such PHI and limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible, for so long as Business Associate maintains such PHI.

5.3 Disputes.

HIPAA Appeal Procedures

CDCR has established and shall maintain an appeal procedure in accordance with CDCR Department Operations Manual, Section 22040.16. Business Associate agrees that disputes arising under the terms of this Exhibit shall be resolved in accordance with the following:

1. Verbal Appeal

Business Associate and CDCR's Privacy Officer, shall first attempt to resolve the problem by informal discussion. Business Associate agrees that CDCR's Division of Correctional Health Care Services shall be used as a resource in solving potential disputes.

2. Informal Appeal

If the issue is not resolved at the verbal appeal level, Business Associate shall file, within thirty (30) working days, an informal written appeal specifying: the issue(s) of dispute, legal authority or other basis for Business Associate's position, supporting evidence, and remedy sought, with the CDCR Chief, Licensing and Information Systems, and provide a photocopy to the CDCR Assistant Deputy Director, Office of Business Services. The CDCR Chief, Licensing and Information Systems, shall make a determination on the issue and respond in writing within thirty (30) working days of receipt of the informal appeal, indicating the decision reached.

3. Formal Appeal

Should Business Associate disagree with the informal appeal decision, Business Associate shall submit, within ten (10) working days after Business Associate's receipt of the decision of the informal appeal, to the CDCR Deputy Director, Division of Correctional Health Care Services, and a photo copy to the CDCR, Assistant Deputy Director, Office of Business Services, written notification indicating why the informal appeal decision is unacceptable, along with a copy of the original statement of dispute and a copy of CDCR's response. The CDCR Deputy Director, Division of Correctional Health Care Services, or his/her designee may meet

with Business Associate to review the issues within twenty (20) working days of the receipt of Business Associate's notification and shall provide Business Associate with written notification of the decision within forty-five (45) working days from the receipt of the formal appeal.

The foregoing dispute process is solely for the purpose of disputes arising from the terms and conditions of this Exhibit. Disputes in relation to the scope of work and other terms and conditions shall be in accordance with any other dispute language set forth in the entire Agreement.

5.4 Injunctive Relief.

Notwithstanding any rights or remedies provided for in Section 5.3, Covered Entity retains all rights to seek injunctive relief to prevent the unauthorized use of disclosure of PHI by Business Associate or any agent, contractor or third party that received PHI from Business Associate.

5.5 Regulatory References.

A reference in this Agreement to a section in the Privacy Rule means the section as in effect or as amended.

5.6 Amendment.

The Parties agree to take such action as is necessary to amend this Agreement from time to time to the extent necessary for Covered Entity to comply with the requirements of HIPAA and its regulations. All amendments to this Exhibit shall be in writing and signed by both parties through a formal amendment to the entire agreement.

5.7 Survival.

The respective rights and obligations of Business Associate and Covered Entity under Sections 4.5, 5.1 and 5.2(c) of this Agreement shall survive the termination of this Agreement.

5.8 Limitation of Damages.

Other than liabilities under Section 5.1, neither party shall be liable to the other for any special, incidental, exemplary, punitive or consequential damages arising from or as a result of any delay, omission, or error in the electronic transmission or receipt of any information pursuant to this Agreement, even if the other Party has been advised of the possibility of such damages.

5.9 Interpretation.

Any ambiguity in this Agreement shall be resolved to permit Covered Entity to comply with the Privacy Rule.



5.10 Third Party Beneficiary

Unless otherwise set forth herein, nothing contained herein is intended, nor shall it be construed, to create rights running of the benefit of third parties.

5.11 Notices

Any HIPAA related notice required hereunder shall be deemed to be sufficient if mailed to the parties at the addresses below. In order to avoid unreasonable delay in the provision of the services to be rendered pursuant to this Agreement, Business Associate and Covered Entity shall each designate a specific "HIPAA" representative(s) for the purpose of communication between the parties. Such representative(s) may be changed upon written notice to the other party.

Business Associate:

Mark Bonini  
Chief Probation Officer  
County of Amador  
675 New York Ranch Rd  
Jackson, CA 95642

Telephone: (209) 223-6387  
Facsimile: (209) 223-6403

Covered Entity:

California Department of Corrections and Rehabilitation  
Privacy Officer  
HIPAA Compliance Unit  
Division of Correctional Health Care Services  
P.O. Box 942883  
Sacramento, CA 94283-0001

Telephone: (916) 327-1842  
Facsimile: (916) 327-0545

## **EMERGENCY HOUSING**

### **1. INTRODUCTION**

California Department of Corrections and Rehabilitation, Division of Juvenile Justice Facilities (CDCR/DJJ) agree to provide Emergency Housing for case referrals from Juvenile Court to the County of Amador as described herein. The County of Amador agrees to compensate CDCR/DJJ per Exhibit B-1. The services shall be performed at CDCR/DJJ facilities throughout the term of this Agreement.

Section 1752.1 of the Welfare and Institutions Code of the State of California states, "The Director may enter into contracts with the approval of the Director of Finance with any county of this state, upon request of the board of supervisors thereof, wherein the Youth Authority agrees to furnish emergency housing services to the county for selected cases of person eligible for commitment to the Youth Authority."

### **2. CONTRACTOR RESPONSIBILITIES**

The County agrees to provide CDCR/DJJ a minimum of 24 hours in advance of any transfer for emergency housing of said juveniles. No person shall be transported to any institution under the jurisdiction of the CDCR/DJJ until the Director has been notified by the County of the transfer, by way of an order.

In the event that emergency medical treatment or emergency mental health treatment is deemed necessary by the CDCR/DJJ medical staff for any County Juvenile(s) housed in custody under this Agreement, the treatment shall be performed in a facility designated by CDCR/DJJ medical staff at the expense of the County. County shall be responsible for reimbursement of transportation costs incurred in acquisition of treatment, including costs for security staff. Service providers for the treatment shall directly invoice the County.

### **3. CDCR/DJJ RESPONSIBILITIES**

The Director of CDCR/DJJ shall, on a cases-by-case basis, accept said juveniles to be held at a CDCR/DJJ institution. The County shall be notified by CDCR/DJJ in writing of the decision to accept or reject each case. For accepted cases, the court shall transport said juvenile to the designated CDCR/DJJ institution. CDCR/DJJ shall assume custody upon arrival at the institution and until release back into the custody of the County. CDCR/DJJ may terminate acceptance of any case upon 24 hours written notice to the County.

Daily operations will be consistent with the CDCR/DJJ minimum standards and training that CDCR/DJJ staff receives. These operations include feeding, clothing, count procedures, hygiene, room clean up and recreation. The CDCR/DJJ shall provide, as deemed needed by medical staff, routine medical, dental or mental health treatment, and routine periodic medical examinations for county juveniles housed in custody under this Agreement. Routine medical costs shall be included in the total amount of this agreement. County shall provide and pay for any and all ancillary medical services, including, but not limited to: Dental, Optical, Non-Emergency surgical and special consultation service.

CDCR/DJJ staff shall notify the County within twenty-four hours of any emergency medical treatment or emergency mental health treatment administered to any person sent to CDCR/DJJ by the County for diagnostic services, and shall mutually agree upon placement with the County. Notification shall include the name of the person receiving the treatment, the name, address, and phone number of the location where the treatment is being administered, and the name of a contact person at the treatment facility.

**4. PROJECT REPRESENTATIVES**

State Agency: CDCR	Contractor: County of Amador
Name: Eleanor Silva	Name: Mark Bonini, Chief Probation Officer
Phone: (916) 322-5331	Phone: (209) 223-6387
Fax: (916) 322-5671	Fax: (209) 223-6403
Email: <a href="mailto:Eleanor.silva@cdcr.ca.gov">Eleanor.silva@cdcr.ca.gov</a>	Email: <a href="mailto:mbonini@amadorgov.org">mbonini@amadorgov.org</a>

**Direct all inquiries to:**

State Agency: CDCR	Contractor: County of Amador
Section/Unit: I&C County Referral	Section/Unit: Amador County Probation Dept.
Attention: Cathy Cabral	Attention: Tina Sealy
Address: 1600 K. Street, 3 <sup>rd</sup> Floor Sacramento, CA 95814	Address: 675 New York Ranch Rd Jackson, CA 95642
Phone: (916) 322-5790	Phone: (209) 223-6582
Fax: (916) 322-5673	Fax: (209) 223-6403
Email: <a href="mailto:Cathy.cabral@cdcr.ca.gov">Cathy.cabral@cdcr.ca.gov</a>	Email: <a href="mailto:tsealy@amadorgov.org">tsealy@amadorgov.org</a>

# 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:	
05/13/2014	

To: Board of Supervisors  
 Date: 04/28//2014

Agmt.

From: James Foley, Director of HHS Phone Ext. 412  
 (Department Head - please type)

Department Head Signature *James Foley*

Agenda Title: First Amendment between Sierra Child & Family Services for Fiscal Year 2013-2014 and Amador County Behavioral Health

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 this first amendment for FY 13-14.

This contractor provides out-patient community based programs to emotionally disturbed girls and boys of Amador County.

This first amendment increases the " Not to Exceed amount from \$200,000 to \$ 300,000". This is due to the Katie A Settlement, Behavioral Health must provide intensive and complex Mental Health services to Amador County children who have Medi-Cal, who are in foster care or who are at imminent risk of foster care placement.

Recommendation/Requested Action:  
Approval of First Amendment

Fiscal Impacts (attach budget transfer form if appropriate) None      Staffing Impacts None

Is a 4/5ths vote required?      Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	Contract Attached:      Yes <input type="checkbox"/> No <input type="checkbox"/> N/A <input type="checkbox"/>
Committee Review?      N/A <input type="checkbox"/>	Resolution Attached:      Yes <input type="checkbox"/> No <input type="checkbox"/> N/A <input type="checkbox"/>
Name: _____ Committee Recommendation: _____	Ordinance Attached:      Yes <input type="checkbox"/> No <input type="checkbox"/> N/A <input type="checkbox"/>
	Comments: _____

Request Reviewed by:

Chairman \_\_\_\_\_      Counsel \_\_\_\_\_  
 Auditor *Ed*      GSA Director *Hop*  
 CAO \_\_\_\_\_      Risk Management *Comet*

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

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

### FOR CLERK USE ONLY

Meeting Date <u>May 13, 2014</u>	Time <u>9 a.m.</u>	Item # <u>4A</u>
Board Action: Approved Yes ___ No ___      Unanimous Vote: Yes ___ No ___		
Ayes: _____	Resolution _____	Ordinance _____
Noes _____	Resolution _____	Ordinance _____
Absent: _____      Comments: _____		

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

## FIRST AMENDMENT TO SERVICES AGREEMENT

THIS FIRST AMENDMENT TO SERVICES AGREEMENT (this "First Amendment") is made as of \_\_\_\_\_, 2014 by and between COUNTY OF AMADOR, a political subdivision of the State of California ("County") and SIERRA CHILD AND FAMILY SERVICES, INC., a California corporation (the "Contractor").

### RECITALS

A. County and Contractor executed an agreement (the "Original Agreement") dated as of July 23, 2013, whereby Contractor agreed to provide 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. The parenthetical phrase appearing under the caption "ATTACHMENT B – FEE SCHEDULE" on said Attachment shall be modified to read as follows: "(This Agreement shall not exceed \$300,000)"
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 Second Amendment as of the date first set forth above.

COUNTY OF AMADOR

Sierra Child and Family Services, a  
California 501(c)(3) corporation (Business  
Associate")

BY: \_\_\_\_\_  
Theodore F. Novelli  
Chairman, Board of Supervisors

By:  \_\_\_\_\_  
Barry Harwell  
Executive Director

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

Date: \_\_\_\_\_

BY:  \_\_\_\_\_  
Gregory Gillott

ATTEST:  
JENNIFER BURNS, CLERK OF THE  
BOARD OF SUPERVISORS

BY: \_\_\_\_\_  
Deputy



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## ADDITIONAL INSURED – DESIGNATED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

### SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)
<p>Any person or organization that you are required to add as an additional insured on this policy, under a written contract or agreement currently in effect, or becoming effective during the term of this policy. The additional insured status will not be afforded with respect to liability arising out of or related to your activities as a real estate manager for that person or organization.</p>
<p>Information required to complete this Schedule, if not shown above, will be shown in the Declarations.</p>

Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

- A. In the performance of your ongoing operations; or
- B. In connection with your premises owned by or rented to you.



## SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS

### 1. Bankruptcy

Bankruptcy or insolvency of the insured or of the insured's estate will not relieve us of our obligations under this Coverage Part.

### 2. Duties In The Event Of Occurrence, Offense, Claim Or Suit

a. You must see to it that we are notified as soon as practicable of an "occurrence" or an offense which may result in a claim. To the extent possible, notice should include:

- (1) How, when and where the "occurrence" or offense took place;
- (2) The names and addresses of any injured persons and witnesses; and
- (3) The nature and location of any injury or damage arising out of the "occurrence" or offense.

b. If a claim is made or "suit" is brought against any insured, you must:

- (1) Immediately record the specifics of the claim or "suit" and the date received; and
- (2) Notify us as soon as practicable.

You must see to it that we receive written notice of the claim or "suit" as soon as practicable.

c. You and any other involved insured must:

- (1) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the claim or "suit";
- (2) Authorize us to obtain records and other information;
- (3) Cooperate with us in the investigation or settlement of the claim or defense against the "suit"; and
- (4) Assist us, upon our request, in the enforcement of any right against any person or organization which may be liable to the insured because of injury or damage to which this insurance may also apply.

d. No insured will, except at that insured's own cost, voluntarily make a payment, assume any obligation, or incur any expense, other than for first aid, without our consent.

### 3. Legal Action Against Us

No person or organization has a right under this Coverage Part

a. To join us as a party or otherwise bring us into a "suit" asking for damages from an insured; or

b. To sue us on this Coverage Part unless all of its terms have been fully complied with.

A person or organization may sue us to recover on an agreed settlement or on a final judgment against an insured obtained after an actual trial; but we will not be liable for damages that are not payable under the terms of this Coverage Part or that are in excess of the applicable limit of insurance. An agreed settlement means a settlement and release of liability signed by us, the insured and the claimant or the claimant's legal representative.

### 4. Other Insurance

If other valid and collectible insurance is available to the insured for a loss we cover under Coverages **A** or **B** of this Coverage Part, our obligations are limited as follows:

#### a. Primary Insurance

This insurance is primary except when **b.** below applies. If this insurance is primary, our obligations are not affected unless any of the other insurance is also primary. Then, we will share with all that other insurance by the method described in **c.** below.

#### b. Excess Insurance

This insurance is excess over:

- (1) Any of the other insurance, whether primary, excess, contingent or on any other basis:
  - (a) That is Fire, Extended Coverage, Builder's Risk, Installation Risk or similar coverage for "your work";
  - (b) That is Fire insurance for premises rented to you or temporarily occupied by you with permission of the owner;
  - (c) That is insurance purchased by you to cover your liability as a tenant for "property damage" to premises rented to you or temporarily occupied by you with permission of the owner; or
  - (d) If the loss arises out of the maintenance or use of aircraft, "autos" or watercraft to the extent not subject to Exclusion **g.** of Section **I** – Coverage **A** – Bodily Injury And Property Damage Liability.
- (2) Any other primary insurance available to you covering liability for damages arising out of the premises or operations for which you have been added as an additional insured by attachment of an endorsement.

# 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:	
5/13/14	

To: Board of Supervisors

Date: 5/5/14

From: James Rooney  
 (Department Head - please type)

*Agmt.*

Phone Ext. 454

Department Head Signature *James Rooney*

Agenda Title: Megabyte Property Tax Systems Agreement for 2014-15

Summary: (Provide detailed summary of the purpose of this item; attach additional page if necessary)  
 Megabyte Property Tax System Maintenance Agreement and SQL- Server Database Support Agreement for 2014-15 as attached  
 ( We routed for pre-approval to County Counsel, CAO, IT, GSA, Risk Management, Auditor & Tax Collector)

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

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

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

Request Reviewed by:

Chairman \_\_\_\_\_ Counsel *GG*  
 Auditor *[Signature]* GSA Director *[Signature]*  
 CAO *[Signature]* Risk Management *[Signature]*

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

### FOR CLERK USE ONLY

Meeting Date May 13, 2014 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 \_\_\_\_\_  
 Completed by \_\_\_\_\_  
 of \_\_\_\_\_

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

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

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

**AGREEMENT  
MPTS PROPERTY TAX SYSTEM  
MAINTENANCE**

1 THIS SUPPORT AGREEMENT, is for the term beginning July 1, 2014 and terminating June 30,  
2 2015 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

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.

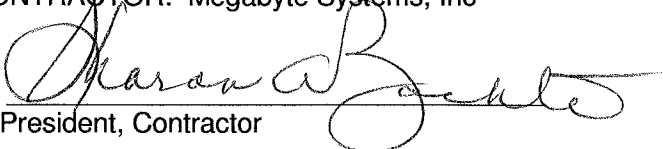
20. Notices. All notices provided for by this Agreement shall be in writing and may be delivered by deposit in the First Class United States mail, by certified, or by registered mail, postage prepaid. All notices appertaining to the provisions of this Agreement, shall be addressed to Contractor's office, 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   
President, Contractor

Dated: 05.01.14

## EXHIBIT A

### SCOPE OF SERVICE

#### MPTS maintenance support services

Contractor will provide the following maintenance support services:

- Hot line phone support for the 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 Megabyte personnel.
- New State mandated change to the application of property and tax assessment statutes.
- Enhancements/Upgrades to the application software at the discretion of Megabyte Systems.
- 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 Megabyte 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:
  - Megabyte 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)
  - Megabyte will review for consistency and set up – completion of jobs i.e. ascertain correctness of control records, job setup, scheduling, conflicts.
  - Backup: 2<sup>nd</sup> copy of 601 rolls and tax rolls for 12-year history retention to be held by Megabyte 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 Megabyte 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.
- Several significant enhancements will be made to the system at no additional charge as follows:
  - Workflow for Assessor.
  - Appraisal Suite for Assessor.
  - Direct sale enrollment for certain property transfers.
  - Trees & vines data capture and assessment.
  - Cashiering for Tax Collector with upgrade to Heartland
  - Document Imaging for Auditor / Tax Collector (already completed and installed)

County will provide, at it's own expense, access to Megabyte via Megabyte network or via the Internet as long as it is at acceptable speeds (County minimum of T1 or business DSL speed).

## 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
7/1/2014 – 6/30/2015	MPTS Property Tax System Maintenance/Support	\$9,139.64

### 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. 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**
2. On-site support, with a four-hour minimum, including time in transit.  
**\$150.00 per hour**
3. Travel expenses: At actual cost in accordance with County's current travel expense policy.



<b>COUNTY OF AMADOR</b>		Number
<b>POLICY &amp; PROCEDURES MANUAL</b>		2-300
SECTION:	HUMAN RESOURCES	ALCOHOL-FREE AND DRUG-FREE WORKPLACE; DRUG & ALCOHOL TESTING
ISSUE DATE:	August 6, 2002	
PAGE NO:	16 of 16	

**ATTACHMENT "B"**

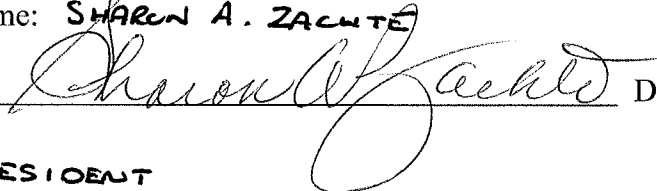
**ALCOHOL-FREE AND DRUG-FREE WORKPLACE  
AND DRUG & ALCOHOL TESTING  
POLICY ACKNOWLEDGMENT FORM  
FOR CONTRACTORS**

The undersigned, authorized signatory for MEGABYTE 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: SHARON A. ZACUTE

Signed:  Date 5.01.14

Title: PRESIDENT

# AGENDA TRANSMITTAL FORM

To: Board of Supervisors

Date: May 5, 2014

*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>May 13, 2014</u>	

From: Susan C. Grijalva  
(Department Head - please type)

Phone Ext. X 380

Department Head Signature *Susan C. Grijalva*

Agenda Title: General Plan Update and EIR - Fourteenth Amendment to Consultation Agreement with AECOM

Summary: (Provide detailed summary of the purpose of this item; attach additional page if necessary)  
The schedule for completing the General Plan Update and EIR has been extended. As a result, the term of the contract needs to be extended to June 30, 2015. Additionally, because the California Dept. of Finance has revised its 2030 population projections changes to the EIR analysis is needed to reflect the lower anticipated growth rate. This growth rate is that which the General Plan growth forecast in the EIR is based. The requested increase to complete the changes is \$59,460, bringing the total contract amount for the General Plan Update and EIR to \$1,182,085.00.

Recommendation/Requested Action:

**Authorize Chairman to sign Agreement.**

Fiscal Impacts (attach budget transfer form if appropriate)

Staffing Impacts

Is a 4/5ths vote required? Yes  No

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

Committee Review? N/A

Name \_\_\_\_\_

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

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

Request Reviewed by:

Chairman \_\_\_\_\_

Counsel *GG*

Auditor *GG*

GSA Director *HP*

CAO *GG*

Risk Management *GG*

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

Planning; Risk Management (electronic); Auditor *GG*

### FOR CLERK USE ONLY

Meeting Date May 13, 2014 Time 9 a.m. Item # 40

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

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

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

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

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

FOURTEENTH AMENDMENT TO CONSULTING SERVICES AGREEMENT

THIS FOURTEENTH AMENDMENT TO CONSULTING SERVICES AGREEMENT (this "Fourteenth Amendment") is made as of \_\_\_\_\_, 2014 by and between COUNTY OF AMADOR, a political subdivision of the State of California ("County") and AECOM TECHNICAL SERVICES, INC., a California corporation ("Contractor").

RECITALS

A. County and Contractor's predecessor in interest, EDAW, Inc., executed an agreement (the "Original Agreement") dated as of February 28, 2006 whereby Contractor agreed to provide professional assistance in updating County's General Plan and preparing related Environmental Impact Reports, upon the terms and conditions set forth in the Original Agreement. The Original Agreement was modified by that certain First Amendment to Consulting Services Agreement dated as of June 19, 2007 (the "First Amendment"), that certain Second Amendment to Consulting Services Agreement dated as of January 29, 2008 (the "Second Amendment"), that certain Third Amendment to Consulting Services Agreement dated as of July 22, 2008 (the "Third Amendment"), that certain Fourth Amendment to Consulting Services Agreement dated as of March 17, 2009 (the "Fourth Amendment"), that certain Fifth Amendment to Consulting Services Agreement dated as of April 7, 2009 (the "Fifth Amendment"), that certain Sixth Amendment to Consulting Services Agreement dated as of April 28, 2009 (the "Sixth Amendment"), that certain Seventh Amendment to Consulting Services Agreement dated as of August 11, 2009 (the "Seventh Amendment"); that certain Eighth Amendment to Consulting Services Agreement dated as of June 29, 2010 (the "Eighth Amendment"); that certain Ninth Amendment to Consulting Services Agreement dated as of May 24, 2011 ("Ninth Amendment"); that certain Tenth Amendment to Consulting Services Agreement dated as of July 29, 2011 (the "Tenth Amendment"); that certain Eleventh Amendment to Consulting Services Agreement dated as of September 13, 2011, (the "Eleventh Amendment"); that certain Twelfth Amendment to Consulting Services Agreement (the "Twelfth Amendment") dated as of May 22, 2012; and that certain Thirteenth Amendment to Consulting Services Agreement (the "Thirteenth Amendment") dated as of April 23, 2013. The Original Agreement as modified by the First, Second, Third, Fourth, Fifth, Sixth, Seventh, Eighth, Ninth, Tenth, Eleventh, Twelfth, and Thirteenth Amendments, is referred to herein as the "Agreement."

B. All of EDAW, Inc.'s right, title and interest in the Agreement was assigned to and assumed by Contractor as of May 2, 2011, and consented to by County concurrently with approval of the Ninth Amendment.

C. County and Contractor desire to modify the Agreement as set forth in this Fourteenth Amendment by extending the Term of the Agreement and

by amending the scope of work to include revisions to the EIR analysis as a result of using revised population projections.

NOW, THEREFORE, the parties agree as follows:

1. Contractor shall complete all of the Work covered by the Agreement no later than June 30, 2015.

2. Contractor shall perform the additional work necessary to revise the EIR as described in the attached Memorandum dated March 24, 2014 ("Additional Work"), which is attached hereto and incorporated herein as Attachment A to this Fourteenth Amendment.

3. Compensation to Contractor for completion of the Additional Work described in Attachment A to this Fourteenth Amendment shall be paid on a time-and-material basis, with a cost-not-to-exceed limit for completion of the Additional Work of \$59,460.00, for a revised total compensation for completion of all Work covered by this Agreement of \$1,182,085.00.

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

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

COUNTY OF AMADOR

AECOM TECHNICAL SERVICES, INC., a California corporation

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

BY:   
Jeffrey M. Goldman, Principal

Federal I.D. Number: 95-266192

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

ATTEST:  
CLERK OF THE BOARD OF SUPERVISORS  
COUNTY OF AMADOR

BY: \_\_\_\_\_

BY: \_\_\_\_\_

## Memorandum

To	Susan Grijalva, County of Amador	Page	1
CC			
Subject	Contract Amendment Request		
From	Jeff Goldman, Drew Sutton		
Date	March 24, 2014		

Susan,

As we discussed in our call with Aaron Brusatori, Chuck Iley, Chuck Beatty, and Al Herson on March 19, the California Department of Finance has revised its 2030 population projections for Amador County. These new projections are substantially lower than the previous projections, on which the General Plan growth forecast in the EIR is based.

AECOM proposes to adjust the EIR project description to describe the lower projections, and make the necessary changes to the EIR analysis to reflect the lower anticipated growth rate. These changes would include changes to the Transportation, Air Quality, Noise, Population and Housing, Public Services and Utilities, and Alternatives sections. Because the GHG section has not yet been prepared, no changes from the proposed scope or adjustments to funding would be needed to incorporate the lower projections into the GHG section (although for consistency the same projections must be used throughout the EIR). In order to make the proposed changes, we request that the total value of our contract be increased to \$1,182,085. This represents an increase of \$59,460 over our current contract value of \$1,122,625.

As we have discussed, for various reasons the schedule for completing the General Plan Update and EIR has been extended beyond the dates originally anticipated in the contract and subsequent amendments. Therefore, we are seeking an amendment to the contract to extend the term of services to **June 30, 2015**.

If this contract amendment request is acceptable, please forward an amended contract at your convenience. Thank you.

Jeff Goldman, Principal

Drew Sutton, Project Manager

# AGENDA TRANSMITTAL FORM

To: Board of Supervisors

Date: May 6, 2014

From: Aaron Brusatori, P.E.

(Department Head - please type)

*Agmt*

Phone Ext. x429

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

Meeting Date Requested:

05/13/14

Department Head Signature *Aaron Brusatori*

Agenda Title:

Elderberry Mitigation Requirements - Ridge Rd/NY Ranch Rd Intersection Improvements

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

The County is required to mitigate for impact of an Elderberry bush located in the project. The attached agreement will satisfy the requirement as set for by the Fish and Wildlife Service for the impacts upon the bush.

Recommendation/Requested Action:

Authorize the Chairman to sign the agreement

Fiscal Impacts (attach budget transfer form if appropriate)

\$20,000 (budgeted)

Staffing Impacts

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 *[Signature]*

GSA Director *[Signature]*

CAO \_\_\_\_\_

Risk Management *[Signature]*

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

Transportation and Public Works ; Auditor

*Risk*

### FOR CLERK USE ONLY

Meeting Date

May 13, 2014

Time

9 a.m.

Item #

4D

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

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

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

Resolution \_\_\_\_\_

Ordinance \_\_\_\_\_

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

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

Resolution \_\_\_\_\_

Ordinance \_\_\_\_\_

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

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

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

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

Department

For meeting

of \_\_\_\_\_

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

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 ....

Delta Habitat LLC Contract No. DH01 – VCS/VTC 2012/13

This Agreement is entered into this 5<sup>th</sup> day of May, 2014, by and between Delta Habitat LLC (Bank) and Amador County (Project Applicant) jointly referred to as the "Parties," as follows:

RECITALS

A. Delta Habitat LLC has developed French Camp Conservation Bank located in San Joaquin County, California; and

B. French Camp Conservation Bank was approved by US Fish & Wildlife Service (Service) on 21 February 2006, and is currently in good standing with this agency; and

C. French Camp Conservation Bank has received approval from the U.S. Fish and Wildlife Service (Service) to offer Valley Elderberry Longhorn Beetle (VELB) credits for sale as compensation for the loss of federally listed VELB (*Desmocerus californicus dimorphus*) habitat through the French Camp Conservation Bank Agreement (Bank Agreement); and

D. Project Applicant is seeking to implement the project described on Exhibit "A" attached hereto (Project), which would unavoidably and adversely impact listed VELB, and seeks to compensate for the loss of VELB habitat by purchasing Conservation Credits from Delta Habitat LLC; and

E. Project Applicant has been authorized by the Service, Service File No. 81420-2011-F-0672-R001, to purchase from Delta Habitat LLC Five (5) credits upon confirmation by Delta Habitat LLC of credit availability/adequate balance of credits remaining for sale; and

F. Project Applicant desires to purchase from Delta Habitat LLC and Delta Habitat LLC desires to sell to Project Applicant Five (5) credits;

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

1. Delta Habitat LLC hereby sells to Project Applicant and Project Applicant hereby purchases from Delta Habitat LLC Five (5) credits for the purchase price of \$20,000. Delta Habitat LLC will then deliver to Project Applicant an executed Bill of Sale in the manner and form as attached hereto and marked Exhibit "B". The purchase price for said credits shall be paid by County of Amador warrant.

2. The sale and transfer herein is not intended as a sale or transfer to Project Applicant of a security, license, lease, easement, or possessory or non-possessory interest in real property, nor the granting of any interest of the foregoing.

3. Project Applicant shall have no obligation whatsoever by reason of the purchase of the Conservation Credits, to support, pay for, monitor, report on, sustain, continue in perpetuity, or otherwise be obligated or liable for the success or continued expense or maintenance in perpetuity of the credits sold, or Delta Habitat LLC. Pursuant to the French Camp Conservation Bank Agreement and any amendments thereto, Delta Habitat LLC shall

monitor and make reports to the appropriate agency or agencies on the status of any Conservation Credits sold to Project Applicant. **Delta Habitat LLC** shall be fully and completely responsible for satisfying any and all conditions placed on **French Camp Conservation Bank** or the **VELB** Conservation Credits by all state or federal jurisdictional agencies.

4. The **VELB** Conservation Credits sold and transferred to Project Applicant shall be non-transferable and non-assignable, and shall not be used as compensatory mitigation for any other Project or purpose, except as set forth herein.

5. Project Applicant must exercise his/her/its right to purchase the **VELB** Conservation Credits within 30 days of the date of this Agreement. After the 180 day period this Agreement will be considered null and void.

6. Upon purchase of the **VELB** credits specified in paragraph D above, **Delta Habitat LLC** shall submit to the parties listed in the Notices section of the Bank Agreement / Bank Enabling Instrument, copies of the: a) Agreement for Sale of Conservation Credits; b) Bill of Sale; c) Payment Receipt; and d) an updated ledger. The updated inventory / ledger must detail: i) Project Applicant; ii) Project Name; iii) Status (sale complete/sale not complete); iv) Credit Sale Date; v) Service File Number; vi) U.S. Army Corps of Engineers File Number (if applicable); vii) Total Number of Credits Authorized to Sell; viii) Total Number of Credits Sold to Date (inclusive); and ix) Balance of all Credits Available. The inventory / ledger should include all sales data from bank opening/establishment to the present.

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

French Camp Conservation Bank:

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

Darryl Foreman  
President - Delta Habitat, LLC  
Manager – French Camp Conservation Bank

PROJECT APPLICANT:

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

Title: Amador County, Chairman of the Board of Supervisors

APPROVED - UNITED STATES FISH AND WILDLIFE SERVICE:

This Agreement fulfills a portion of the Project Applicant's proposed **VELB** habitat conservation measures, as described in the Service's Biological Opinion; Service File Number **81420-2011-F-0672-R001** dated January 7, 2013.

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

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

Sacramento Fish and Wildlife Office



Exhibit "A"

**DESCRIPTION OF PROJECT  
TO BE  
MITIGATED**

Amador County Department of Transportation and Public Works Ridge Road/New York Ranch Road Improvements Project (**Service File No. 81420-2011-F-0672-R001**), Amador County, California.

The proposed Project is located at the intersection of New York Ranch Road and Ridge Road, approximately 4.5 miles northeast of the City of Jackson in Amador County, California. The Amador County Department of Transportation and Public Works proposes the improvements of the Ridge Road/New York Ranch Road intersection through the completion of two separate but interrelated projects. The Ridge Road at New York Ranch Road Merge Lane Project and the New York Ranch Road at Ridge Road Traffic Signal Improvements Project are federally funded and recognized as two separate projects that have interrelated components due to the close proximity and overall purpose of safety improvements. Therefore, the aforementioned projects have been combined into the Ridge Road/New York Ranch Road Improvements Project for the purpose of section 7 consultation. The improvements involve the widening of Ridge Road east and west of New York Ranch Road, construction of retaining walls, installation of new curbs, dikes and inlets, widening of New York Ranch Road, and the installation of traffic signals.

Construction of the intersection road improvements may result in impacting a federally threatened species. There are 4 Elderberry Shrubs, the sole host plant for the VELB, within the project area. The U.S. Fish and Wildlife Service has determined that 4 shrubs will be adversely affected. Habitat for the valley elderberry longhorn beetle post construction would not represent a significant change as compared to pre-project conditions. Two (2) of the four (4) shrubs will be trimmed as a result of construction activity. Two of the elderberry shrubs with a total of five stems greater than 1 inch in diameter at ground level will be trimmed and the remaining two elderberry shrubs occur within 20 feet of the construction area.

The County is to purchase five (5) credits from the French Camp Conservation Bank in order to accommodate the planting of replacement seedlings and associated natives which are equivalent to 22 elderberry seedlings and 22 associated native species, prior to the initiation of construction.

Exhibit "B"

**BILL OF SALE**

Delta Habitat LLC Contract # DH-02-VCS02011

Service File # 81420-2011-F-0672-R001

In consideration of \$20,000.00, receipt of which is hereby acknowledged, Delta Habitat LLC does hereby bargain, sell and transfer to the County of Amador, Five (5) credits in the French Camp Conservation Bank in San Joaquin County, California, developed, and approved by the U. S. Fish and Wildlife Service.

Delta Habitat LLC represents and warrants that it has good title to the credits, has good right to sell the same, and that they are free and clear of all claims, liens, or encumbrances.

Delta Habitat LLC covenants and agrees with the buyer to warrant and defend the sale of the credits hereinbefore described against all and every person and persons whomsoever lawfully claiming or to claim the same.

DATED: \_\_\_\_\_

French Camp Conservation Bank/Delta Habitat LLC

BY: \_\_\_\_\_

Darryl Foreman  
President-Delta Habitat LLC  
Manager-French Camp Conservation Bank

DF  
9/5

Exhibit "C"  
French Camp Conservation Bank  
Five (5) VELB CREDITS: PAYMENT RECEIPT

**PARTICIPANT INFORMATION**

Name: County of Amador

Address: 810 Court Street  
Jackson, CA 95642

Telephone: (209) 223-6429

Contact: Barbara Belvoir, Sr. Project Engineer

**PROJECT INFORMATION**

Project Description: Ridge Road/New York Ranch Road Improvements Project

Service File Number: 81420-2011-F-0672-R001

Species/Habitat Affected: VELB

Credits to be Purchased: Five (5)

Payment Amount: \$20,000

Project Location: Amador County

County/Address: 4.5 miles northeast of the City of Jackson at the intersection of New York Ranch Road and Ridge Road

**PAYMENT INFORMATION**

Payee: Delta Habitat LLC

Payer: County of Amador

Amount: \$20,000.00

Method of payment: Cash  Check No. \_\_\_\_\_ Money Order No. \_\_\_\_\_

Received by: \_\_\_\_\_ Date: \_\_\_\_\_  
(Signature)

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

JK  
5/5

# AGENDA TRANSMITTAL FORM

To: **Board of Supervisors**

Date: May 6, 2014

*Agmt*

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

Phone Ext. 429

- |                                     |                |
|-------------------------------------|----------------|
| <input type="checkbox"/>            | Regular Agenda |
| <input checked="" type="checkbox"/> | Consent Agenda |
| <input type="checkbox"/>            | Blue Slip      |
| <input type="checkbox"/>            | Closed Session |

Meeting Date Requested:

05/13/14

Department Head Signature *Jim Br*

Agenda Title: Right of Way Agreement for Ridge Rd/NY Ranch Rd - Hempson/Almeida

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

In order to widen the roadway and install the signals at the intersection of Ridge Road and New York Ranch Rd, Amador County needs to purchase sliver pieces and obtain temporary construction easements (TCE) from 5 property owners within the boundaries of the project. One of the five property owners, Hempson/Almeida, has agreed to Amador County purchasing a sliver portion and TCE and have signed the agreement.

Recommendation/Requested Action:

**Approve the final purchase amounts and authorize the Chairman to sign the agreement**

Fiscal Impacts (attach budget transfer form if appropriate)

Staffing Impacts

\$11,062.00 (budgeted)

Is a 4/5ths vote required?

Yes

No

Contract Attached: Yes  No  N/A

Resolution Attached: Yes  No  N/A

Ordinance Attached: Yes  No  N/A

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

Committee Review?

N/A

Name \_\_\_\_\_

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

Request Reviewed by:

Chairman \_\_\_\_\_

Counsel *GG*

Auditor *ESJ*

GSA Director *Hoq*

CAO *CB*

Risk Management *DM*

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

Public Works, County Counsel ; Auditor

### FOR CLERK USE ONLY

Meeting Date May 13, 2014 Time 9 a.m. Item # 4E

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

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

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

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

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

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

Department \_\_\_\_\_

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

Project: New York Ranch  
Grantor: Hempson  
Parcel No.: 042-040-012

## **AGREEMENT FOR PURCHASE OF PROPERTY**

This Agreement for Purchase of Property is between the **Amador County, a political subdivision of the State of California** (Grantee), and **M. Luisa Almeida and Kevin R. Hempson, husband and wife as joint tenants** (Grantor).

**The parties hereby agree as follows:**

1. **PROPERTY.**

For use by Grantee on the New York Ranch Road/Ridge Road Intersection Improvement Project as set forth in the terms and conditions set forth in this Agreement, the Grant Deed more particularly described in the documents delivered herewith, together with such other property interests as may be specified herein (the Property).

2. **DELIVERY OF DOCUMENTS.**

The Deed shall be executed and delivered by Grantor to Jamie Formico, Acquisition Agent for Universal Field Services, acting for the Grantee for the purpose of placing the Deed into escrow. The Deed shall be delivered in the manner described in the previous sentence solely for the convenience of the parties. Grantee shall not be deemed to have accepted delivery of the Deed until such time as the Deed is recorded in the Official Records of Amador County, California in accordance with written escrow instructions delivered to escrow by Grantee and Grantor.

This transaction shall be handled through an escrow with First American Title Company, 12180 Industry Boulevard, Suite 53, Jackson, CA c/o Renee Kirk Order No. 0301-4302351. Within five (5) days after this Agreement is executed by Grantee and Grantor, Grantor shall complete, execute and deliver to Escrow Holder (i) an affidavit executed by Grantor certifying that Grantor is not a "foreign person" within the meaning of Internal Revenue Code Section 1445(f)(3), and meeting the requirements of Internal Revenue Code Section 1445(b)(2), and (ii) an original Withholding Exemption Certificate (California Form 590 or 590-RE, as applicable), fully executed by Grantor as required by the California Taxation and Revenue Code, certifying that Grantor is not subject to tax withholding under applicable California law.

3. **PURCHASE PRICE AND TITLE.**

The purchase price for the Property under this Agreement is ELEVEN THOUSAND SIXTY TWO DOLLARS AND ZERO CENTS (\$11,062.00). Upon delivery of the Deed into escrow, Title Company shall promptly deliver to Grantee a current preliminary title report. Grantee shall have ten (10) days in which to review and approve the condition of title. Failure to remove the condition of title within said (10) days shall be deemed

## **Agreement for Purchase**

### **Page 2 of 6**

be deemed approval. Exceptions to title as disclosed in the preliminary title report and as approved by Grantee shall be conclusively deemed to be the "Permitted Exceptions".

Grantee shall deliver the purchase price into escrow promptly after delivery of the Deed into escrow. Grantor shall convey good, marketable and insurable fee simple title to the property to Grantee free and clear of all liens, encumbrances, taxes, assessments and leases recorded and/or unrecorded, except for the Permitted Exceptions.

Escrow agent shall deliver the purchase price to Grantor, less Grantor's share of prorated taxes and amounts necessary to place title in the condition required by this Agreement, when title to the Property vests in Grantee free and clear of all liens, encumbrances, taxes, assessments and leases recorded and unrecorded, except for the Permitted Exceptions. Good, marketable and insurable fee simple title to the Property, subject only to the Permitted Exceptions, shall be evidenced by a CLTA extended coverage owner's policy of title insurance ("Title Policy"), with survey exception if Grantee elects not to obtain a CLTA survey for the Property. The Title Policy shall be in the amount of the Purchase Price, showing fee simple title to the Property vested in Grantee, subject only to the Permitted Exceptions. It shall be a condition precedent to Grantee's obligations under this Agreement that escrow holder is able to issue the Title Policy to Grantee upon the close of escrow.

Grantee shall pay all costs of escrow and recording fees incurred in this transaction.

#### **4. DEED OF TRUST(S).**

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.

#### **5. TEMPORARY CONSTRUCTION EASEMENT.**

Permission is hereby granted to the Grantee and its authorized agents and contractors to enter on Grantor's land, within the temporary construction easement area described in the documents delivered herewith, for construction of new surface and underground improvements within the road right-of-way.

- (a) Where necessary, improvements in the temporary easement area will be removed by the Grantee. Such improvements will be reconstructed at Grantee's sole expense upon the termination of the temporary easement, or, if reconstruction is not feasible, Grantee will pay Grantor the value of such improvements, which payment shall be in addition to the purchase price for the Property set forth above.

## **Agreement for Purchase**

### **Page 3 of 6**

- (b) All work performed by the Grantee in the temporary easement area shall conform to applicable building, fire, and sanitary laws, ordinances and regulations relating to such work and shall be done in a good and workmanlike manner.
- (c) The temporary construction easement is for a period of six months. Said six months period shall begin upon thirty days written notice to Grantor by the Grantee. In the event Grantee occupies the Property beyond the specified time period, at the request of the Grantor, the Grantee shall make payment to Grantor for the additional time on the same per month basis of valuation for the first six months.

#### **6. PRORATION OF TAXES.**

- (a) If Grantee acquires fee title to the Property under the terms, covenants and conditions of this Agreement, taxes shall be prorated in accordance with California Revenue and Taxation Code section 5081 et seq., as of the recordation of the Grant Deed conveying title to Grantee, except that where Grantee has taken possession of the Property, taxes shall be prorated as of the date of possession. In the event Grantee acquires an order of possession in an action in eminent domain, taxes shall be prorated in accordance with California Revenue and Taxation Code section 5083.
- (b) Grantor authorizes Grantee to deduct from the purchase price any amount necessary to satisfy any delinquent taxes, together with penalties and interest thereon, and any delinquent or non-delinquent assessments or bonds, which are to be cleared from the title to the Property.

#### **7. LEASE WARRANTY.**

Grantor warrants that there are no oral or written leases on any portion of the real property and Grantor further agrees to hold harmless and reimburse Grantee for any and all losses or expenses resulting or arising from any lease on the Property.

#### **8. DISMISSAL OF ACTION IN EMINENT DOMAIN; SATISFACTION OF ALL CLAIMS.**

Grantor consents to the dismissal of any eminent domain action involving the Property and waives any and all claims to any monies that may now be on deposit in such action. The purchase price for the Property and the other consideration set forth herein constitutes a complete settlement of all rights of Grantor to just compensation and to claim, assess or receive severance, inverse condemnation or other eminent domain damages arising from or related to the acquisition of the Property by Grantee.

#### **9. POSSESSION.**

Grantee shall have the right of possession and use of the Property including the right to remove and dispose of improvements. Such possession shall commence on acceptance of this contract by the Amador County and deposit of purchase price into escrow.

**10. IMPROVEMENTS.**

Except as may be otherwise provided herein, the purchase price for the Property includes compensation for any and all improvements.

**11. CONFORMANCE.**

The driveways, walkways, and lawn areas on Grantor's retained property, if any, shall be reconstructed by Grantee as necessary to conform to street frontage revisions and Grantor's retained property. Said reconstruction shall be provided by Grantee at no expense to Grantor. Permission is hereby granted to Grantee and its authorized agents and contractors to enter upon Grantor's retained property, where necessary, for the purpose of conforming such driveway and walkway areas, and for the purpose of resloping and replanting any affected lawn and landscaped areas.

**12. CONSTRUCTION CONTRACT WORK.**

Replacement of fencing along the new right of way will be part of the project construction.

**13. HAZARDOUS WASTE MATERIAL.**

The Grantor hereby represents and warrants that during the period of Grantor's ownership of the Property, there have been no disposals, releases or threatened releases of hazardous substances on, from, or under the Property. Grantor further represents and warrants that Grantor has no knowledge of any disposal, release, or threatened release of hazardous substances, on, from, or under the Property which may have occurred prior to Grantor taking title to the Property.

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 substances which requires mitigation under Federal or State law, the Grantee reserves the right to recover its clean-up costs from those who caused or contributed to the contamination or the grantor.

Grantor shall indemnify, defend with counsel acceptable to Grantee and hold harmless Grantee and Grantee's officers, representatives, agents and employees from and against any and all suits, damages, costs, fees, claims, demands, causes of action, losses, liabilities and expenses, including without limitation attorneys' fees, arising in conjunction with or as a result of Grantor's breach of any of its representations or warranties set forth in this Section 13, which representations and warranties shall survive close of escrow and recordation of the Grant Deed. As used in this Agreement the term "hazardous substances" means any and all chemicals, substances, wastes or materials which have been or are hereafter determined by any federal, state or local governmental Grantee to be capable of posing risk of injury to health or safety, including, without limitation, petroleum, asbestos, polychlorinated biphenyls, radioactive materials and radon gas.



## **Agreement for Purchase**

### **Page 5 of 6**

Grantors obligations pursuant to this Section 13 shall survive the close of escrow and recordation of the Grant Deed.

#### **14. SEVERABILITY.**

If any provision in this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions shall continue in full force without being impaired or invalidated in any way.

#### **15. GOVERNING LAW.**

This Agreement shall be governed by and construed in accordance with the laws of the State of California.

#### **16. PUBLIC PURPOSE.**

Grantee requires the Property, which is not now appropriated to a public use, for the Project, and Grantee can acquire the Property through the exercise of the power of eminent domain. Grantor is compelled to sell, and Grantee is compelled to acquire the Property.

Both Grantor and Grantee recognize the expense, time, effort and risk to both Grantor and Grantee in resolving a dispute over compensation for the Property by eminent domain litigation; and, the compensation set forth herein is in compromise and settlement, in lieu of such litigation.

#### **17. GRANTEE AND EXECUTION.**

Each person executing this Agreement on behalf of a party represents and warrants that such person is duly and validly authorized to do so on behalf of the entity it purports to bind and if such party is a partnership, corporation or trustee, that such partnership, corporation or trustee has full right and Grantee to enter into this Agreement and perform all of its obligations hereunder.

**Agreement for Purchase**

**Page 6 of 6**

**18. ENTIRE AGREEMENT.**

This Agreement represents the full and complete understanding of the parties with respect to the Property and the Project. Any prior or contemporaneous oral or written agreements by and between the parties or their agents and representatives with respect to the Property or the Project are revoked and extinguished by this Agreement.

**ALL AGREEMENTS FOR PURCHASE OF PROPERTY ARE CONTINGENT UPON THE APPROVAL OF THE COUNTY BOARD OF SUPERVISORS**

**IN WITNESS WHEREOF, the parties have executed this Agreement on this**

\_\_\_\_\_ day of \_\_\_\_\_, 20\_\_

**M. Luisa Almeida and Kevin R. Hempson, husband and wife as joint tenants**

By: M. Luisa Almeida  
M. Luisa Almeida

By: K. R. Hempson  
Kevin R. Hempson

Dated 5/5/2014

**GRANTEE:**

AMADOR COUNTY

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

ATTEST:  
CLERK OF THE BOARD OF SUPERVISORS  
AMADOR COUNTY

BY: \_\_\_\_\_

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

BY: [Signature]

# AGENDA TRANSMITTAL FORM

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

Meeting Date Requested:

05/13/14

To: **Board of Supervisors**

Date: May 6, 2014

Agent

From: Aaron Brusatori, PE

Phone Ext. 429

(Department Head - please type)

Department Head Signature *Aaron Brusatori*

Agenda Title: Bennett Trenchless Engineers, Inc. - First Amendment to Engineering & Design Services Agreement for Rabbit Creek Causeway Project

Summary: (Provide detailed summary of the purpose of this item; attach additional page if necessary)  
 Bennett Trenchless Engineers, Inc. is providing Engineering & Design Services for the replacement culvert at the Rabbit Creek Causeway. On April 8, 2014, the County executed a contract for Task 1 - Project Management of the scope work for the amount of \$13,478.00 to start the project. The department has negotiated the remainder of the scope of work with Bennett and is now requesting a first amendment to include the addition of Task 2 - Preliminary Engineering and Task 3 - Final Design to the contract. With this amendment, the cost-not-to-exceed amount is \$142,845.00. An increase of \$129,367.00.

The department is also requesting a contingency amount of \$9,400.00 to be included in this amendment. The contingency amount is not included in the cost-not-to-exceed amount.

Recommendation/Requested Action:  
**Authorize the Chairman to sign the amendment on behalf of the County**

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

Budgeted \_\_\_\_\_

Is a 4/5ths vote required? Yes  No

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

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

Contract Attached: Yes  No  N/A   
 Resolution Attached: Yes  No  N/A   
 Ordinance Attached: Yes  No  N/A   
 Comments: \_\_\_\_\_

Request Reviewed by:

Chairman \_\_\_\_\_ Counsel *GG*  
 Auditor *EAL* GSA Director *Hop*  
 CAO *af* Risk Management *Ymt*

Distribution Instructions: (Inter-Departmental Only, the requesting Department is responsible for distribution outside County Departments)  
Transportation and Public Works, County Counsel, Risk; Auditor

### FOR CLERK USE ONLY

Meeting Date May 13, 2014 Time 9 a.m. Item # 4F

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
--	---	--

**FIRST AMENDMENT TO AGREEMENT BETWEEN AMADOR COUNTY AND  
BENNETT TRENCHLESS ENGINEERS FOR ENGINEERING & DESIGN SERVICES**

THIS FIRST AMENDMENT TO THE AGREEMENT FOR ENGINEERING & DESIGN SERVICES (this "First Amendment") is made as of May \_\_\_\_, 2014 by and between COUNTY OF AMADOR, a political subdivision of the State of California ("County") and BENNETT TRENCHLESS ENGINEERS, a California corporation ("Consultant").

RECITALS

A. County and Consultant executed an Agreement For Engineering & Design Services (the "Original Agreement") dated April 8, 2014 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. Subsection 1.1 of Section 1 SERVICES TO BE RENDERED BY CONSULTANT is amended by changing the last sentence to read as follows:

"The Work is more particularly described on **Attachment A** attached to this First Amendment and incorporated herein by this reference."

2. Section 3 of the Agreement "CHANGES IN SCOPE OF SERVICES" is amended in its entirety as follows:

"Only the Amador County Board of Supervisor or the Director of Transportation and Public Works has the authority to agree to any extension of time, change order, change in the scope of work, change in the contract price, or other term or condition affecting either Consultant's or County's duties set forth herein. Adjustments in compensation, if any, shall be determined through negotiation between the parties to the Agreement and are subject to approval by the Board of Supervisors or the Director of Transportation and Public Works. Consultant acknowledges that no County staff person or County officer other than the Board of Supervisors or the Director of Transportation and Public Works has the power to amend the terms and conditions of this Agreement. Any change not so authorized in advance in writing by the Board of Supervisors or Director of Transportation and Public Works shall be null and void."

3. Section 5 of the Agreement "COMPENSATION TO CONSULTANT" is amended by changing the second and third sentences of the first paragraph to read as follows:

“Compensation to Consultant shall be paid on a time-and-materials basis, in accordance with the services set forth on **Attachment B**, which is attached to this First Amendment and incorporated herein by this reference. In no event shall the amount paid to Consultant under this Agreement exceed **One Hundred Forty Two Thousand Eight Hundred Forty Five Dollars (\$142,845).**”

Section 5 is further amended by adding the following provision:

“Contingency in the amount of Nine Thousand Four Hundred Dollars (\$9,400) is hereby established for possible additional services that may be identified during performance of the work covered by this Agreement and which are within the general work parameters of this Agreement. Such contingency may only be released upon written authorization by the Director of Transportation and Public Works.”

4. 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

BY: \_\_\_\_\_  
David Bennett, Principal  
DBA, Bennett Trenchless Engineers, Inc.

Federal I.D. No.: 26-0383047

APPROVED AS TO FORM:  
GREGORY GILLOTT, AMADOR  
COUNTY COUNSEL

ATTEST:  
JENIFER BURNS, CLERK OF THE  
BOARD OF SUPERVISORS

BY: \_\_\_\_\_

BY: \_\_\_\_\_

## **ATTACHMENT A – SCOPE OF WORK**

The Work Includes:

- 1) RFP 14-06
- 2) Bennett Trenchless Engineers, Inc. Proposal Revised April 22, 2014
- 3) Crawford & Associates, Inc. Geotechnical Services Dated April 21, 2014
- 4) Work only includes Tasks One (1), Task Two (2), and Task Three (3) which must be authorized by the Director of Public Works in writing.

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

## ATTACHMENT B – COMPENSATION

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

Compensation to Consultant shall be paid on a time and materials basis, with a cost-not-to-exceed **One Hundred Forty Two Thousand Eight Hundred Forty Five Dollars (\$142,845)** as outlined in the attached document entitled “Proposed Scope and Fee for Bennett Trenchless Engineers Design Services” dated May 6, 2014 for Task One (1), Task Two (2), and Task Three (3), attached and incorporated by this reference.

Contingency in the amount of Nine Thousand Four Hundred Dollars (\$9,400) is hereby established for possible additional services that may be identified during performance of the work covered by this Agreement and which are within the general work parameters of this Agreement. Such contingency may only be released upon written authorization by the Director of Transportation and Public Works.

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

Consultant shall be given a Notice to Proceed for Task One (1), Task Two (2), and Task Three (3) as outlined in the attached document entitled “Proposed Scope and Fee for Bennett Trenchless Engineers Design Services” provided by Bennett Trenchless Engineers, Inc. dated May 6, 2014, attached and incorporated by this reference.

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

County of Amador

**REQUEST FOR PROPOSALS**

**RFP No. 14-06**



Engineering and Design Services

For

**Rabbit Creek Causeway Culvert Repair Project - Phase II Culvert Replacement**

Deadline for Submission: 1:30 p.m. Thursday, **March 27, 2014**

**UNDER NO CIRCUMSTANCES WILL LATE PROPOSALS BE ACCEPTED**

Prepared for:  
Department of Transportation and Public Works  
County of Amador  
810 Court Street  
Jackson, CA. 95642  
(209) 223-6429



## **COUNTY OF AMADOR**

### **REQUEST FOR PROPOSALS 14-06**

#### **Engineering & Design Services for Rabbit Creek Causeway Culvert Repair Project - Phase II Culvert Replacement**

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##### **PROJECT DESCRIPTION SUMMARY**

The Amador County Department of Transportation and Public Works ("County") requests proposals from qualified firms to provide engineering and design services for Rabbit Creek Causeway Culvert Repair Project - Phase II Culvert Replacement. The general scope of services includes developing and engineering a culvert replacement plan that utilizes a trenchless technology method to install approximately 300 feet of culvert pipe with a minimum diameter of 48 inches. The culvert installation will occur 50 to 60 feet below a roadway embankment composed of engineered fill material. It is anticipated that one firm (with sub-consultants if needed) will be selected to perform services required by this RFP in collaboration with Amador County Department of Transportation and Public Works and East Bay Municipal Utility District (EBMUD).

##### **BACKGROUND**

Amador County, located approximately 45 miles southeast of Sacramento in a part of California known as the foothills of the Sierra Nevada Mountains, covers about 605 square miles and has a population of 38,091 according to the 2010 census. It is bordered on the west by Sacramento and San Joaquin Counties, on the north by the Consumnes River, on the east by Alpine County and on the south by the Mokelumne River.

Countywide, County of Amador Department of Transportation is responsible for the operation, maintenance, and improvements on 411 miles of County Maintained Roads as well as bridges and other related features such as signage, drainage, and pavement markings. The County is also responsible for coordination with various Local, State, and Federal agencies to ensure compliance with regulations and environmental requirements, as well as to acquire funding for projects.

In 1964, EBMUD constructed the Rabbit Creek Causeway across the Rabbit Creek arm of the Camanche Reservoir which provided a road deck crossing for County Road No. 258. County Road No. 258 (Camanche Parkway North) traverses the terrain north of the reservoir near the County's western boundary with San Joaquin County. A 90-inch culvert was constructed at the base of the causeway at an elevation of approximately 184 feet (road deck is at approximately elevation 243 feet at the existing culvert). The culvert allowed water to flow freely to and from the Rabbit Creek arm of the Reservoir and the main body of the Reservoir. The culvert plays an important role in the storage capacity in the Camanche Reservoir, reportedly adding approximately 6,000 acre-feet of water storage capacity from the Rabbit Creek arm.

In February 2006, a portion of the culvert collapsed and caused a surface slump of the northern slope of the causeway, nearly encroaching on the westbound traveled lane. Emergency repairs included dumping rip-rap into the collapse to support the road. The County is responsible for maintenance of the road and its appurtenances, which includes the culvert through the causeway. As a result of the failure of the existing culvert the County is

obligated to plug and abandon the failed culvert and construct a new system to connect the Rabbit Creek arm to the Camanche Reservoir.

In November of 2013, the Phase I Culvert Grout Project was successfully completed. The Phase I project filled and plugged an approximately 30 foot section of existing culvert, providing long-term structural stability for the roadway.

As of the end of February 2014, the water level on the Lake Camanche side of the causeway is at approximately elevation 201 and the Rabbit Creek side is holding steady at approximately elevation 210. The existing culvert is now considered to be plugged as result of the grouting operation that took place in November 2013. A temporary spillway/siphon has been utilized since 2006 to keep both water levels near equilibrium, however, once the water level on the Lake Camanche side drops below elevation 210, the siphon becomes inoperable. Currently, EBMUD is predicting that the Lake Camanche water level will likely be dropping at a rate of 3 feet per month until the next Fall season. At this rate, by July 1, 2014, the Lake Camanche water level is projected to be near elevation 190. Since the siphon and existing culvert cannot deliver any water from one side to the other under current conditions, the Rabbit Creek side of the causeway will remain at an elevation between 205-210.

Current estimated construction cost is approximately \$725,000.

### **SCOPE OF WORK/SERVICES**

The County is requesting proposals to provide the engineering and design services for the construction/installation of approximately 300 feet of culvert pipe with a minimum diameter of 48 inches, using a trenchless technology method. Firms replying to this request should have demonstrated experience with the design of pipe jacking or ramming, micro tunneling, auger bore or other trenchless technology. Other design services required include the design of dewatering facilities, large mobile hydraulic pumping systems and general civil engineering. In addition to relevant design experience, firms are required to have experience with environmental laws and regulatory permitting in and around reservoirs, dams and waterways in California.

#### **Task 1 Project Management and Coordination**

Consultant shall perform project management and administration tasks required to provide supervision of the work and coordination with the County and/or EBMUD. Project Management will continue until contract closeout. Project Management task will include:

- Attend a project kick-off meeting with the County to review the scope of work, the initial tasks to be performed, the project schedule, the critical task items, areas of concern, and participate in a general exchange of views and ideas regarding the execution of the project.
- The Consultant shall prepare a project schedule clearly identifying each work activity within each task, when each activity will begin, how long it will continue, and identify critical tasks and milestones.
- The Consultant shall anticipate attending 3 or more Coordination/Status meetings to review the project with the County.
- The Consultant shall prepare and submit for changes in scope, or amendments to the agreement when appropriate, prior to performing the work. No additional payments shall be made to the consultant for any work that is out of the original scope

contained in the agreement without prior written approval from the Director or County Project Manager.

- Establish a quality control plan and perform internal quality control reviews of all deliverables and critical work products developed by the Consultant.
- The Consultant shall administer and supervise the work of all sub-consultants contracted to perform the work.

**Task 2 Preliminary Engineering**

**2.1 Review Existing Information & "Low Cost Alternative"**

The County will provide the consultant with all design data and information that is available to describe the existing condition, including as-built information for the causeway, specifications, preliminary cost estimates, design notes and other pertinent information. The Consultant will review all the information and advise the County Project Manager about any previous oversights and, if necessary, suggest obtaining additional information or services that may be required to deliver the scope of work. If it is determined that additional information or services are required, the Consultant shall assist the County Project Manager in developing additional scope of work to be performed. Depending on the situation, the additional scope of work may be added to the Consultant's scope of work or the County may choose to obtain independently.

**2.2 Prepare Draft Culvert Replacement Memorandum**

This task covers the preparation of the culvert replacement method analysis. The Consultant shall analyze the possible trenchless technology methods for pipe jacking, micro tunneling and pipe ramming. The consultant shall consider the following scenarios for each method analyzed:

**Scenario A1**

	Water Body	
	Lake Camanche	Rabbit Creek
<b>Condition 1 - Work Area</b>	Lake level is at or below elevation 180, dry work area.	Creek level is at elevation 205
<b>Condition 2 - Pipe Install</b>	Pipe invert elevation is installed at elevation 183	Dewater localized area for receiving pipe.

**Scenario A2**

	Water Body	
	Lake Camanche	Rabbit Creek
<b>Condition 1 - Work Area</b>	Lake level is at or below elevation 180, dry work area.	Creek level is at elevation 205
<b>Condition 2 - Pipe Install</b>	Pipe invert elevation is installed at elevation 183	Pump water out of Rabbit Creek until water level is at or below elevation 180.

**Scenario B1**

	<b>Water Body</b>	
	<b>Lake Camanche</b>	<b>Rabbit Creek</b>
<b>Condition 1 - Work Area</b>	Lake level is at elevation 190, wet work area. Requires preparation.	Creek level is at elevation 205
<b>Condition 2 - Pipe Install</b>	Pipe invert elevation is installed at elevation 195	Dewater localized area for receiving pipe.

**Scenario B2**

	<b>Water Body</b>	
	<b>Lake Camanche</b>	<b>Rabbit Creek</b>
<b>Condition 1 - Work Area</b>	Lake level is at elevation 190, wet work area. Requires preparation.	Creek level is at elevation 205
<b>Condition 2 - Pipe Install</b>	Pipe invert elevation is installed at elevation 195	Pump water out of Rabbit Creek until water level is at

The consultant shall prepare cost estimates for each of the alternatives and scenarios. The dewatering proposal shall consider the limitations of the CEQA Categorical Exemption and Permits obtained from various regulatory agencies. Under scenario A2 and B2, the pumping of water out of Rabbit Creek and into Lake Camanche will need to be completed by July 4, 2014.

The general conceptual design of the replacement culvert is shown in the Attachments (See "Camanche Causeway Culvert Replacement"). The consultant analysis under this task will consider this conceptual design and similarly evaluate the scenarios contained in this RFP. Do to the uncertainty of the weather patterns and season over the next couple of months, the County will need to initially plan for multiple scenarios, including variations in cost due to constructability and other potentially unknown conditions.

**2.3 Environmental and Permitting Assistance**

The Consultant shall assist the County with obtaining, updating or amending the required permits for the construction of the projects. This may include providing the County with write-ups describing the technical aspects of the planned construction, attending special meetings or field meetings with agency representatives, and providing drawings, sketches or diagrams of the components of the work.

Environmental Compliance Status:

- Notice of Exemption - 11/7/12
- Categorical Exemption - 15302, Replacement or Reconstruction

The County has obtained the following permits/certifications to complete this project:

- 401 Certification WDID#5B03CR00063
- USACE Nationwide Permit #12
- CDFW Lake or Streambed Alteration Agreement (LSAA) 1600-2012-0213-R2

The County will need to consider dewatering and coffer dam options on the Rabbit Creek side of the Causeway. See Attachment H and I for this consideration.

The County and EBMUD do not intend to formally engage the Division of Safety of Dams (DSOD). Although the Camanche Dam may be under the jurisdiction of DSOD, the Rabbit Creek Causeway is not.

## **2.4 Geotechnical**

The County had previously hired ENGEO to perform borings from the roadway directly above the existing culvert. The ENGEO work yielded 3 log of test borings through the roadway and embankment material, penetrating the top of the existing culvert (See Attachments). The Consultant will need to revisit the site in order to determine subsurface conditions elsewhere on the site including, but not limited to, soil type and thickness, and presence of any cobbles or boulders. If it is determined to be necessary, the County will require additional geotechnical services.

## **2.5 Develop a Preliminary Design Plan**

The County and EBMUD will approve and select two alternatives based on the analysis of the scenarios during Task 2.2. The Consultant will be required to develop a preliminary design plan for the installation of the culvert for these selected alternatives. The culvert installation alternatives must be developed of sufficient quality and scope for review by the County and EBMUD. The County and EBMUD will approve and select the concept alternative that will represent the most likely scenario of most effective installation method, given the site conditions at the time of construction. The Consultant will provide an engineer's estimate of probable cost for **both** preliminary design plans. The Consultant must receive written approval from the County Director of Public Works prior to proceeding to final design (Task 3).

## **Task 3 Plans, Specifications and Estimates**

Based on input received from County staff, EBMUD and other agencies, the Consultant shall proceed with developing improvement plans for the project. These plans should show all facets of the proposed work including but not limited to:

- pipe design
- design of the receiving structure
- demolition of spillway
- abandonment of the remaining portion of the existing pipe from completed "Phase I"
- site grading,
- slope removal
- slope stabilization
- slope remediation
- pumping equipment (if any)
- structural drawings (if any)
- piling (if any)
- stage construction, traffic handling and detour
- roadwork
- miscellaneous

Contract Specifications and Special Provisions will follow the 2010 Caltrans Standard Specification format. The Consultant shall develop special provisions for the proposed work and substitute standard specification sections as appropriate. The County will provide County front-end boilerplate general provisions and bid package.

The Consultant shall present final improvement plans, specifications and engineer's estimate of probable cost for final review by County and EBMUD and make any needed revisions following that review.

Deliverables: 100% Plans, Specifications and Estimate (11x17) & pdf  
Final Plans Specifications and Estimate (11x17), (22x34), & pdf

#### **Task 4 Construction Support**

##### **4.1 Bid Review**

The Consultant shall assist the County with the review of pre-qualification packages and bid packages with regard to contractor references.

##### **4.2 Submittal Review**

The Consultant shall review and recommend approval or rejection of submittals required of the Contractor.

##### **4.3 Construction Oversight and Quality Control**

The Consultant shall serve as the County's Engineering Representative during construction of the project. The Consultant will report to the County Resident Engineer or Project Manager on any field issues or noncompliance with the contract plans and specifications.

#### **SCOPE OF WORK/SERVICES - COMPRESSED SCHEDULE**

**The County will need to have final design and bid documents ready for the construction of the culvert replacement by mid-July 2014, if not sooner. The County and EBMUD understand that this is an aggressive schedule. The construction/installation of the culvert replacement is only economically feasible for the County and EBMUD after consecutive dry weather years when the reservoir level drops below the target installation elevation range for the replacement culvert. The Consultant is required to plan their scope of work and submit a proposal to accommodate this compressed schedule.**

**The target installation range(s) are described under Task 2.2 and the Bathymetric Topo contained in the Attachments depicts the terrain at the site**

#### **THE COUNTY'S ROLE**

The Amador County Department of Transportation and Public Works Director or designated Project Manager will provide coordination and oversight of the work. County staff will also serve as a resource in a collaborative effort with the chosen proposer. The selected proposer will be required to work closely with the designated Project Manager for the County of Amador, Caltrans and other permitting agencies. The selected proposer will identify an individual who will serve as the single point of contact and to specify other staff that will perform various tasks. Any substitution of key staff during the course of the contract must

be approved by the Amador County Project Manager in writing, in advance of such substitution.

Amador County Project Manager:

Jered Reinking, PE  
Senior Civil Engineer  
Amador County Department of Transportation and Public Works

To assist the prospective Consultant with this RFP, the County will provide the Consultant with the following information:

- Site Photos (Original Construction, Culvert Failure, Spillway Construction, Exposed Culvert, and Phase I Culvert Grout Project)
- As-Built Drawings - 1964
- Spillway Drawings - 2008
- Bathymetric Survey
- Engeo - Summary of Field Observations ( 3 Borings above existing pipe)
- Camanche Causeway Culvert Replacement

To assist selected the Consultant with initiating the project (as it relates to this RFP), the County will provide the Consultant with hydraulic calculations and assumptions for replacement culvert sizing, preliminary design work, preliminary cost estimates, copies of permits and other documents that may help expedite Consultant design work. It is of importance that the prospective consultant understands that the County and EBMUD have done preliminary design work and evaluations of the replacement scenarios. The Consultant will be expected to work closely with the County and EBMUD from the onset to progress the project design as quickly as possible.

### **COMPENSATION AND REIMBURSEMENT OF EXPENSES**

Compensation for the services listed in each task or subtask submitted in the proposal shall not exceed the total projected costs for the work. Proposer shall submit for review and approval invoices detailing the services provided during each invoice period. The invoice shall utilize a simple, easy to understand format that has been approved by the Amador County Department of Transportation and Public Works Director.

The method of payment for Engineering and Design Services will be based on actual cost-plus-a-fixed fee. The 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

The California Constitution requires that any County contract that extends beyond the current fiscal year must be subject to future appropriations. However, this work is budgeted and is required to be completed.

### **PROPOSAL CONTENT**

The proposal shall include the following as a minimum:

1. **Transmittal Letter:** The letter shall provide an introduction of the proposer, state the location where the work is to be performed, and be signed by a principal of the firm.
2. **Cover Page:** Firm name, title of proposal, and date of proposal.
3. **Identity of Proposer:** Legal name and business address of the agency or organization making the proposal, legal form, and name, title, address and telephone number of contact person.
4. **Executive Summary:** An overview (1-2 pages only) of the entire proposal describing its most important elements. The summary should present the proposer's basic scope of services, objectives and intended results of the project. It should summarize how the proposal meets the RFP requirements and why the proposer is best qualified to perform the required work.
5. **Demonstration of Project Understanding:** A detailed discussion of the project showing the proposer's understanding of the project requirements and constraints.
6. **Work Plan:** Detailed description of the approach and methodology to be used to meet the objectives of the project. Include geographic locations where the services are to be provided, quality control measures, numbers of meetings to be held, scheduled milestones, total participants projected, types of groups or individuals to be contacted reflecting the different stakeholders for the work, specific needs as required, etc.
7. **Staffing:** List of personnel who will be directly assigned to the project, together with a discussion of responsibilities for this project and resumes. Include an organizational chart of personnel involved in the project. Also identify the extent of County personnel involvement deemed necessary, including number of hours required and expertise required of the County.
8. **Statement of Experience and Qualifications:** Description of the nature of the proposer's present work, including a comprehensive list of current and past work on similar projects, staff who worked on those projects, and corresponding client's names, titles, addresses and phone numbers. For any projects referenced in the Statement of Experience and Qualifications, list the involvement of the proposed staff members. Include evidence of any special licensing or qualifications required to perform the work.
9. **Execution of Sample Agreement:** A statement that the Sample Agreement (**see Exhibit A**) has been reviewed by the appropriate personnel, and a list of any exceptions or changes that are requested prior to execution of the Agreement.

No requests for changes to the Agreement will be entertained other than those presented in the proposal.

10. **Cost Proposal:** A detailed, task-related or scheduled-related cost proposal based upon anticipated hours for services to be provided, each task and hourly rates for each assigned employee, supplies and equipment costs, travel, office support, all other overhead costs and any reimbursable expenses. Each proposed task should be accompanied by a "not to exceed" cap on costs. Basis for charging on a time and materials basis for preparation of optional elements should be listed and fully



explained. The proposer shall submit a detailed budget that includes without limitation costs of required staffing and all associated costs to complete the Work/Project.

## **PROJECT SCHEDULE**

The proposer shall submit a detailed proposed schedule identifying all tasks and projected dates of completion for project milestones.

## **PROPOSAL SUBMITTAL:**

Proposals submitted must meet the following criteria to be acceptable for consideration regarding this project:

1. Submit one (1) original signed proposal marked "Original", **four (4)** bound proposal copies and **one (1)** electronic copy (CD) in PDF and Microsoft Word formats no later than **1:30 p.m. Thursday, March 27, 2014** to:

**Mail:** Amador County General Services Administration, 12200-B Airport Road, Jackson, CA. 95642;

**Physical Location:** Amador County General Services Administration, 12200-B Airport Road, Martell, CA. 95654.

Normal business hours are Monday through Friday 8:00 a.m. to 5:00 p.m. and staff can be reached at (209) 223-6375.

(Note: Firms selected for interview may be required to submit additional copies.)

2. The proposal must be submitted in an envelope clearly marked with the name and title of the proposal **RFP 14-06 Engineering and Design Services for Rabbit Creek Culvert Repair Project - Phase II Culvert Replacement**. The proposer's return address and the proposal number must appear on the outside of the envelope. The **Cost Proposal** must be submitted in a separate sealed envelope along with your proposal which specifies on its face "Cost Proposal".
3. Proposals received incomplete or late, for any reason, shall not be accepted.
4. All proposals submitted in response to this RFP will become the property of the County and will not be returned. The County reserves the right to make use of any information or ideas contained in the proposals. The proposal itself shall not constitute a contract, but will, if accepted, be incorporated into the contract between the County and the selected proposer.

5. Proposals submitted to the County become public documents subject to disclosure once the proposal is awarded. If the proposer considers any portion of their proposal to be confidential, the proposer must label each and every page of the confidential portions as: "Trade Secret", "Confidential" or "Proprietary." The proposer must also list the confidential material at the beginning of its proposal, and provide justification for not making such material public. The County shall have the sole discretion to disclose or not disclose such material, subject to any protective order that the proposer may obtain, but it is incumbent on the proposer to assert its rights to confidentiality.

**Please note:** The successful Proposer shall be expected to fully meet all representations made in its proposal, including demonstration of the project understanding, work plan, project schedule, project team, and cost proposal.

### **EVALUATION OF PROPOSALS**

The County staff will evaluate the proposals as described below. Questions concerning the project and/or proposal requirements should be directed to **Jered Reinking, PE, Senior Civil Engineer**, at (209) 223-6226 or [jreinking@amadorgov.org](mailto:jreinking@amadorgov.org).

1. Proposals shall be opened and examined to ensure that each complies with the requirements of the RFP. The absence of required information may render the proposal non-responsive and may be cause for rejection.
2. Prior to final selection, a short list of qualified and responsive proposers **may** be requested to participate in an interview. The purpose of the interview will be to provide an opportunity for each proposer to present their qualifications and proposals in person and/or to answer any questions that the County may have regarding the proposer's submittals. If interviews are to be held, the time and place of the interview will be arranged after the short list is completed. Typically a minimum of three (3) proposals will be selected for the Short List; however, the County may at its option choose to interview more than three (3) qualified Proposers or select a Proposer based solely on evaluating written proposals only.
3. If agreement cannot be reached with the top ranked Proposer, the County will then contact the next highest firm and attempt to negotiate a contract scope of work and fee. This process will be continued until a contract scope of work and fee is successfully negotiated, or until the County determines to cease negotiations with any firm.
4. The County is an Equal Opportunity/Affirmative Action Employer and the successful proposer will be required to comply with the provisions of Federal Executive Order 11246 and applicable state and federal laws. Proposers should be familiar with the Employers' Practical Guide to Reasonable Accommodations Under the Americans with Disabilities Act as published by the Job Accommodation Network, a service of the U.S. Department of Labor's Office of Disability Employment Policy.
5. All proposals are evaluated to determine whether or not they met all the requirements of the RFP. Proposals are individually weighed and scored as assigned to a category item. The result is a weighted score. Each category item may include multiple sub-categories each assigned a point range of **0 to 4**.

6. Normally, cost is taken into consideration after the “qualitative” factors have been evaluated.

Cost is usually identified as a percentage of the total available points and cost proposals from all proposers are “normalized” meaning that the lowest cost proposal receives 100% of the points available and the other higher cost proposals receive a percentage of the available points based on their submitted cost.

The total points available for cost in this RFP are **fifty (50)** points.

The following is an example of some typical evaluation criteria for cost normalization used for this RFP.

Sample Cost Normalization	Points
Proposer 1 - Low Bidder at \$26,000 gets maximum points	400
Proposer 2 - Next Low Bidder at \$28,400 gets 91.5% of points (26000 divided by 28400 times 400)	366
Proposer 3 - High Bidder at \$40,000 gets 65% of points (26000 divided by 40000 times 400)	260

The rating scale establishes standards by which points are assigned to proposals, and it ensures that members of the Evaluation Committee evaluate each proposal with consistency. An Evaluation Committee is formed and the number of its members is determined by the County’s Purchasing Agent based upon each member’s professional interest and complexity of the RFP. Each committee member conducts an individual evaluation of each proposal. Each member’s total points are averaged and combined to determine those top ranked proposals. The County may choose to develop a Short List and/or select a proposal using this criterion. If a Short List is developed, those proposers offered an interview may have the opportunity to make a presentation and/or answer questions the Committee may have. The purpose is to seek further clarification and understanding of each proposal. Short Listed Proposers will be re-evaluated using the same criterion unless notified otherwise.

Proposals will be evaluated based on the rating scale and criteria listed below:

<b>Categories</b>	<b>Possible Points</b>	<b>Weight</b>
<b>Demonstrated experience in Trenchless Technology</b>	<b>8</b>	<b>30%</b>
A. Trenchless design/installation of large diameter pipe (4 points)		
B. Successfully completed projects using trenchless technology (4 points)		
<b>Demonstrated experience in other required areas</b>	<b>12</b>	<b>5%</b>
A. Geotechnical Engineering (4 points)		
B. Structural Design and Analysis (4 points)		
C. Hydraulic Analysis and Pumping Systems (4 points)		
<b>Quality and responsiveness of the proposal</b>	<b>8</b>	<b>5%</b>
A. Quality – information is orderly, easy to understand, organized and professionally presented. (4 points)		
B. Responsiveness – Proposal contains all information requested. (4 points)		

<b>Expertise, qualifications, references, and directly related experience of the individuals assigned to the project.</b>	<b>8</b>	<b>20%</b>
A. Project Manager (4 points)		
B. Technical Lead(s) (4 points)		
<b>Technical merits of the proposal, including adequacy and completeness of the information provided.</b>	<b>8</b>	<b>20%</b>
A. Project Understanding, Approach and Plan (4 points)		
B. Ability to Meet Schedule (4 points)		
<b>Cost Proposal.</b>	<b>50</b>	<b>20%</b>
Total	<b>94</b>	<b>100%</b>

## **TERMS OF REQUEST FOR PROPOSALS**

1. **Acceptance of Proposals:** The County reserves the right to reject any and all proposals and to waive any informality, technical defect, or clerical error in any proposal and to request additional information from all proposers. This RFP is not an offer to contract.
2. **Oral Communications:** Any oral communication between the County and the proposer is not binding, nor will it modify the RFP in any way.
3. **Amendments:** 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 a contact e-mail addressed to [jreinking@amadorgov.org](mailto:jreinking@amadorgov.org) if you intend to submit a proposal. The County will only respond to written questions sent to Amador County General Services Administration, 12200-B Airport Road, Jackson, CA. 95642. Written interpretations, changes or answers to questions submitted to the County will be furnished to all proposers that have acquired RFP packages from General Services. Questions must be received no later than **Friday, March 21, 2014** at 5:00 p.m. Any amendment to this RFP is valid only if in writing and issued by Amador County General Services. Should it be found necessary, the County of Amador General Services Administration Director, or his designee, shall issue a written amendment, which will be sent or delivered only to those that have acquired RFP packages from General Services. You may also register at [www.publicpurchase.com](http://www.publicpurchase.com) and view or download amendments (please see Electronic Disclaimer below). Amendments issued must be signed and included in your proposal.
4. **Proposal Cost:** The cost of developing the proposal is the sole responsibility of the proposer; the County is not liable for any costs incurred by those submitting proposals.
5. **Proposal Submission:** Proposers may submit proposals by any means (e.g., U.S. Mail, Fed Ex, courier, etc.). Proposals must be received at the address noted by the deadline. This RFP prohibits the submission of more than one proposal by a proposer.
6. **Basis for Proposal:** The RFP and any amendments to it represent the most definitive statement the County will make concerning information upon which proposals are to be based. Proposers will be assumed to have thoroughly examined these documents.

7. **County's Official Hard-Copies:** Failure to obtain the County's official hard-copies of this RFP and contract documents may result in prospective proposers being disqualified and may not be notified of any amendments or changes which may also disqualify any proposers. Proposers obtaining this RFP and contract documents directly from the Department of General Services will be placed on the official RFP holders list. In order to be placed on the County's RFP holders list, a purchase or receipt of the RFP information and documents from General Services Administration office is required (email is an acceptable form of a receipt only if confirmed by both the County and Proposer).

All proposers must contact the County to receive copies of current RFP documentation. Proposers who rely on information obtained from plan rooms or any web site accept responsibility for any inaccurate or incomplete information. **DISCLAIMER REGARDING ELECTRONIC INFORMATION:** Computer-based and electronic information ("Electronic Information") for Amador County **RFP 14-06 Engineering and Design Services for Rabbit Creek Culvert Repair Project - Phase II Culvert Replacement** is provided solely for the convenience of prospective proposers, and are not considered part of the contract 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 proposers to verify all aspects of the Electronic Information against the County's official hard-copies of the contract documents. In the event of any conflict between the County's official hard-copies of the contract documents and the Electronic Information, the official hard-copies of the contract documents shall govern. Utilization or viewing of said Electronic Information shall constitute implicit acknowledgement and acceptance of the provisions of this paragraph.

### **PROTEST PROCEDURE**

1. Any proposers may file a written protest with the Amador County Purchasing Agent not later than **five (5)** working days after of the date of the **Rejection Notice (if provided)** or **Notice of Intended Award** letter.
2. The protest shall be delivered or sent by registered mail to the Purchasing Agent.
3. The protest filed with the Purchasing Agent shall:
  - a. Include the name, address, and business telephone number of the protestor;
  - b. Identify the project under protest by name, RFP number, and RFP date;
  - c. Contain a concise statement of the grounds for protest including alleged violations of Federal, State, or local law; provided, however, RFP process and procedures, including evaluation criteria, shall not be proper grounds for protest and concerns related to those issues should be raised and addressed, if at all prior to the proposal opening date to allow adjustments before evaluation of proposals and;
  - d. Provide all supporting documentation, if any. Documentation submitted after filing the protest will not be considered during review of the protest or during any appeal.

### **PROTEST REVIEW**

1. Upon receipt of a protest, the Purchasing Agent shall review all the submitted materials and shall create and retain a written record of the review. The Purchasing Agent shall respond in writing at least generally to each material issue raised in the protest not later than **fifteen (15)** working days after receipt of the protest.
2. If the protested procurement involves Federal or State funds, the Purchasing Agent shall give notice to the interested party that he or she has the right to appeal to the appropriate Federal or State agency which shall be identified by name and address. An appeal hereunder shall be filed with the appropriate agency within **five (5)** working days of the dispatch of **rejection notices** to the interested party(ies).
3. Purchasing Agent decisions may be appealed in writing to the Amador County Board of Supervisors prior to the award date, which is given in the **Notice of Intent to Award**. The Board of Supervisors shall review and decide the appeal based on the grounds and documentation set forth in the original protest to the Purchasing Agent. The appealing party may be represented by legal counsel if desired. Each party shall bear its own costs and expenses involved in the protest and appeal process, including any subsequent litigation. The decision of the Board of Supervisors shall be final unless the protested procurements are obtained in whole or in part with Federal or State funds.

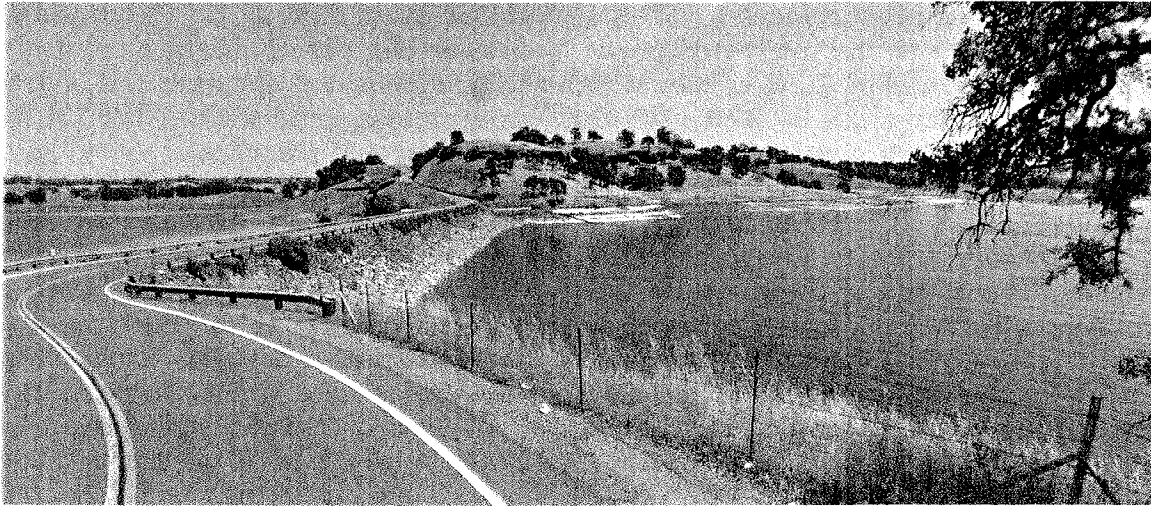
**I. EXHIBITS**

A: Sample Consulting Services Agreement

**II. ATTACHMENTS**

- B: Site Photos (Original Construction, Culvert Failure, Spillway Construction, Exposed Culvert, and Phase I Culvert Grout Project)
- C: As-Built Drawings - 1964
- D: Spillway Drawings - 2006
- E: Bathymetric Survey
- F: Engeo - Summary of Field Observations ( 3 Borings above existing pipe)
- G1: EBMUD Repair Plans - 2006
- G2: Camanche Causeway Culvert Replacement
- H. Final Lake or Streambed Alteration Agreement (1600-2011-0143-R2)
- I: March 5, 2014 - Sheet Pile Question and Response with CDFW

Proposal Submitted to  
AMADOR COUNTY



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**RFP 14-06**  
**Rabbit Creek Causeway Culvert Repair Project**  
**Phase II Culvert Replacement**

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March 27, 2014  
(Revised April 22, 2014)

**ORIGINAL**

**BENNETT**  
trenchless engineers



Proposer  
Bennett Trenchless Engineers, Inc.  
90 Blue Ravine Road, Suite 165  
Folsom, CA 95630

Point of Contact  
David Bennett, PhD, PE  
Principal  
90 Blue Ravine Road, Suite 165  
Folsom, CA 95630  
916.294.0095



## **Executive Summary**

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Bennett Trenchless Engineers is pleased to present this proposal for the Rabbit Creek Causeway Culvert Repair Project – Phase II Culvert Replacement. We are the premier consulting firm in the US for design of trenchless construction projects. We are confident that we can provide you a cost-effective, time sensitive solution to this complex and challenging project which will meet your construction deadline of October 15, 2014. All work will be conducted by our Folsom staff, supplemented by local area subconsultants. Bennett Trenchless wrote the book on trenchless design practice; we know how to get your project designed and constructed this year.

We have already evaluated trenchless alternatives for your project and we are confident we can install the pipeline without pumping down Rabbit Creek. Microtunneling and pipe ramming are the only technically feasible methods for constructing the culvert at the required elevation within the allowed time frame. We propose to present these two trenchless alternative construction methods in an interactive feasibility workshop within days of Notice to Proceed. We will provide the level of detail you need to become confident with our approach and to provide an opportunity to answer questions regarding our design strategy during the workshop. Participation by key Amador County staff empowered to make decisions in the feasibility meeting will ensure we can effectively maintain the aggressive design schedule necessary for construction in 2014. We will solicit your reactions and feedback at the workshop to refine the alternatives for preliminary design.

After the feasibility workshop, we will immediately begin preliminary design for the two alternatives. We will complete our preliminary design analysis within approximately 3 weeks, after which time we will conduct a preliminary design review workshop to discuss the results of our design.

The recommended alternative for final design must be compatible with anticipated and encountered ground conditions. Therefore, we are proposing a geotechnical investigation with two to three borings to be completed as soon as possible after Notice to Proceed. This information will be used to recommend a final design alternative.

Our preliminary design will include comparative cost estimates, construction schedules, evaluation of construction implications using the supplemental geotechnical data, and recommendations for the preferred alternative. As with the feasibility workshop, it is imperative that empowered County staff be present and able to make decisions regarding the path forward.

We will recommend the alternative which is compatible with the anticipated ground conditions, has the lowest sensitivity to changes in lake levels and can be successfully completed within the bounds of all reasonably anticipated scenarios. For example, microtunneling is one preferred alternative because a microtunnel boring machine (MTBM) can be retrieved underwater if required. We led the trenchless design of the Beaver Water District Intake, which included seven underwater retrievals of the MTBM in Beaver Lake, all completed without incident. The design documents for your project will describe a proven, detailed construction sequence for launch

and underwater retrieval by divers, and will require detailed contractor submittals to address any proposed refinements or changes. If the geotechnical investigation indicates that the ground conditions are unsuitable for microtunneling, pipe ramming may be recommended. Pipe ramming can be used successfully when cobbles and boulders are anticipated. During preliminary design, we will develop the details for underwater completion of pipe ramming to determine the impacts to cost, schedule, and risk of completing construction in the wet.

We will produce complete design documents for the selected alternative, including drawings, technical specifications, general and supplementary conditions, and design calculations and analyses. We will identify and recommend bid options which could be implemented to enhance quality and ensure timely project delivery. The design documents will describe bid options and require detailed contractor submittals to address the appropriate lake level scenarios described in the RFP, refined as needed for actual conditions.

We anticipate Notice to Proceed by April 18. We will complete preliminary design by May 14. We will complete the final design by June 30. We propose a three week advertisement of bids, to allow bid opening on July 21. This schedule will allow contract award by August 4, and Contractor mobilization by September 3. This proposed schedule is essential to allow sufficient time for construction in 2014, before the California Department of Fish and Wildlife construction window deadline of October 15.

## **Project Understanding and Work Plan**

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We have thoroughly reviewed the documents provided by the County and understand the performance requirements and the steps required to construct a project that serves Amador County and protects the interest of the stakeholders. We are confident that our design can be constructed in 2014 and will meet your performance objectives. We are equally confident that our team can deliver the design at an acceptable cost, and that Contractors will provide responsive, competitive bids for the work.

Replacing the culvert between Rabbit Creek and Camanche Lake presents numerous technical challenges, including the elevated water level above the proposed culvert invert. Although the water level in Camanche Lake should continue to drop throughout the summer, the Rabbit Creek side will likely remain relatively constant at approximately 25 feet above the invert elevation of the proposed culvert. The RFP discusses the scenario of pumping down Rabbit Creek until the water level is below the pipe alignment. We have concluded that pumping down Rabbit Creek for Scenarios A2 and B2 listed in the RFP is not practical for the highly constrained construction window. Too much time would be required to pump down the lake and achieve stable work area conditions to allow the pipeline to be constructed before the October 15 deadline. Shallow slope failures would also be expected as a result of the rapid drawdown.

An alternative to pumping down the water level of Rabbit Creek is to create coffer dams around the culvert inlet and outlet with internal dewatering to provide a dry work area on both sides of the alignment. Some trenchless methods could be used without a costly and time-consuming coffer dam, at least on one side of the crossing. Two trenchless methods to install the culvert without pumping down the water level of Rabbit Creek are microtunneling and pipe ramming. Both of these methods require a dry work area on one side of the crossing but can be completed with the exit side underwater. If the water level of Camanche Lake is above the proposed culvert invert, a small coffer dam and internal localized dewatering may be required to achieve a dry work area.

We have evaluated possible trenchless methods for this project and have reached the conclusion that microtunneling and pipe ramming are the only technically feasible alternatives. Open shield pipejacking and auger boring (bore and jack) are not appropriate for the anticipated wet ground conditions. HDD cannot achieve the on-grade installation required, and would require a coffer dam or pumping down of the water on the Rabbit Creek side. HDD would also likely require additional permitting due to the risk of hydrofracture or drilling fluid spills into the waterways. If HDD was used to install an inverted siphon, the pipeline would likely fill quickly with sediment. Therefore, we propose microtunneling and pipe ramming as the construction alternatives. The determination of which of these two construction methods should be selected for construction will be based on the lake levels and soil conditions along the pipeline alignment. The presence of cobbles and boulders may eliminate microtunneling as a feasible option. Correspondingly, hard ground or rock would be unsuitable for pipe ramming.

Upon receipt of Notice to Proceed we will immediately initiate a supplemental geotechnical investigation to be carried out concurrently with preliminary design. We also propose to conduct a feasibility workshop within days of receiving Notice to Proceed where we will present the two trenchless alternative construction methods. We will provide the level of detail you need to become confident with our approach and to provide an opportunity to answer questions regarding our design strategy during the workshop. Participation by key Amador County staff empowered to make decisions in the feasibility meeting will ensure we can effectively maintain the aggressive design schedule necessary for construction in 2014. We will solicit your reactions and feedback at the workshop to refine the alternatives for further development during preliminary design.

We propose to carry forward the preliminary design of both pipe ramming and microtunneling. During the preliminary design we will evaluate estimated costs and construction schedules for the two alternatives. When the geotechnical investigation results become available, we will evaluate ground conditions and recommend the preferred method which will best mitigate risks and provide the best alternative for achieving the 2014 construction schedule. At the preliminary design workshop meeting, we will present the two construction options to County staff and our recommendations, while soliciting input regarding further design constraints to ensure that the project team is fully informed prior to final design.

Once the preferred method has been identified, we will shift our design efforts to focus on the selected method for final design. During final design, we will prepare technical specifications, draft contract drawings, perform design calculations, and refine the cost estimate and schedule. We will conduct weekly meetings with key County staff to ensure the design remains on schedule and to obtain crucial, timely input from stakeholders. Weekly meetings will alternate between on-site meetings at Amador County facilities, and interactive teleconferences (i.e. Go To Meeting).

We propose staging the construction from the Camanche Lake side which will be dry or at lower water level, with underwater retrieval on the Rabbit Creek side. If microtunneling is selected, we will specify that as the microtunneling machine reaches the exit point, bulkheads will be installed behind the machine and in the pipe behind the machine. After pressure equalization between the bulkheads, the machine will be disconnected from the pipe by divers and retrieved using a crane. If pipe ramming is selected, we will specify that twin bulkheads be installed in the casing and later removed by divers using caution and an approved plan to achieve equalization of water pressures on both sides of the bulkheads before removal.

A request for contractors to submit pre-qualification packages will be issued after preliminary design is complete and a final alternative is selected to ensure adequate time to evaluate qualifications prior to bid. Using the list of pre-qualified bidders, we propose the project be advertised by July 1. Although this date is somewhat later than the date in the RFP, the project can still be constructed within the allowable time window. The use of pre-qualified contractors will streamline the vetting process for the County and will reduce the quantity of submittals to be reviewed.

To minimize the time required for purchasing, we propose that the County purchase the pipe in advance. Pipe of this diameter, at the required thickness, may not be readily available and lead

times to manufacture pipe could severely impact the construction schedule. Once the installation method has been chosen (at completion of preliminary design), the County can initiate a purchase order for pipe with the required thickness and strength to ensure that the Contractor can maximize use of the available time.

Design team participants are shown on the Organization Chart in Figure 1. In addition to BTE staff, we propose inclusion of MRPE for drafting who we have worked with extensively, and Crawford and Associates for geotechnical investigation (drilling, sampling, logging, and lab testing) who we have also worked with on numerous projects. BTE staff will evaluate the construction implications from the geotechnical investigation. To achieve the objectives of the County to get the project constructed in 2014, we will need rapid response and decisions from Amador County staff when we present interim submittals. We need the County staff and other stakeholders to be engaged with the project, and be able to quickly make decisions, so we can stay on schedule. This approach worked exceptionally well on a recent emergency project with Yuba City, for the replacement of a treated effluent outfall in the Feather River, and on the Beaver Water District Intake, where we used microtunneling to construct eight 60-inch intake pipelines into the lake, with underwater retrieval after seven tunnels daylighted in the lake.

Milestones and schedules are shown on the project schedule in Figure 2. We propose to begin immediately upon Notice to Proceed with the preliminary design work, having provided the preliminary engineering framework and recommendations for two alternatives in our proposal. We worked backwards to establish the required schedule for design and construction to meet the available window. The constrained schedule mandated that we develop and provide preliminary engineering recommendations in our proposal. We recognize we will need to support these recommendations in the first proposed workshop. We are confident that we can carry two alternative construction methods through preliminary design. At the second proposed workshop we will present our recommendation for the preferred construction method for final design.

## **Staffing**

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Bennett Trenchless Engineers (BTE), located in Folsom, CA, is the lead design consultant for design of the culvert replacement project. BTE is highly experienced and takes pride in completing difficult trenchless projects that perform in exemplary fashion. David Bennett, CEO of BTE is a nationally recognized expert in trenchless technology, was selected as 2005 Trenchless Technology Person of the Year, and was inducted into the Trenchless Hall of Fame in 2013. He has designed numerous challenging trenchless crossings, including a 108-inch pipe ram culvert replacement in Sonoma County and microtunneled intake tunnels with underwater retrieval for the Beaver Water District. As shown in the organization chart in Figure 1, Dave Bennett will be BTE's Project Manager and will be the primary point of contact with the County. Dave will provide quality assurance and will review all draft submittals and calculations. Matthew Wallin, PE will serve as Senior Project Engineer, and will ensure quality control with day to day supervision of the work and internal meetings among project staff. Mary Neher, PE and Kate Wallin will assist with specifications, drawings, design calculations, cost estimating, scheduling, and permitting assistance. Our surveying and drafting subconsultant is MRPE, Inc. located in Sacramento, CA, which is led by Matt Rodgers, PE/LS. Our geotechnical subconsultant

is Crawford and Associates, located in Modesto, CA. All project staff will contribute to technical memoranda and reports. Abridged resumes for key BTE staff are included in Appendix B.

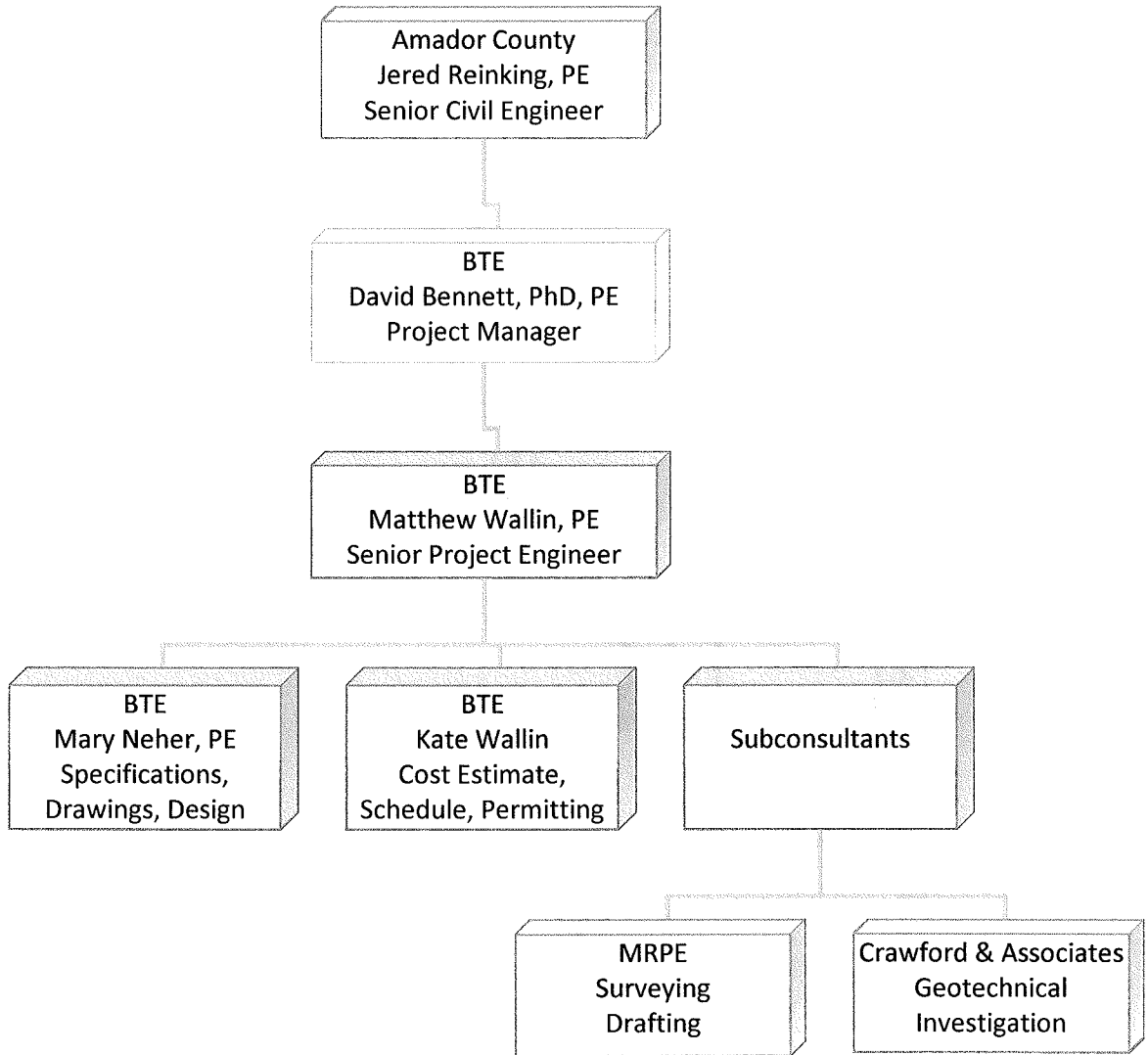


Figure 1. Organizational Chart

# Project Schedule

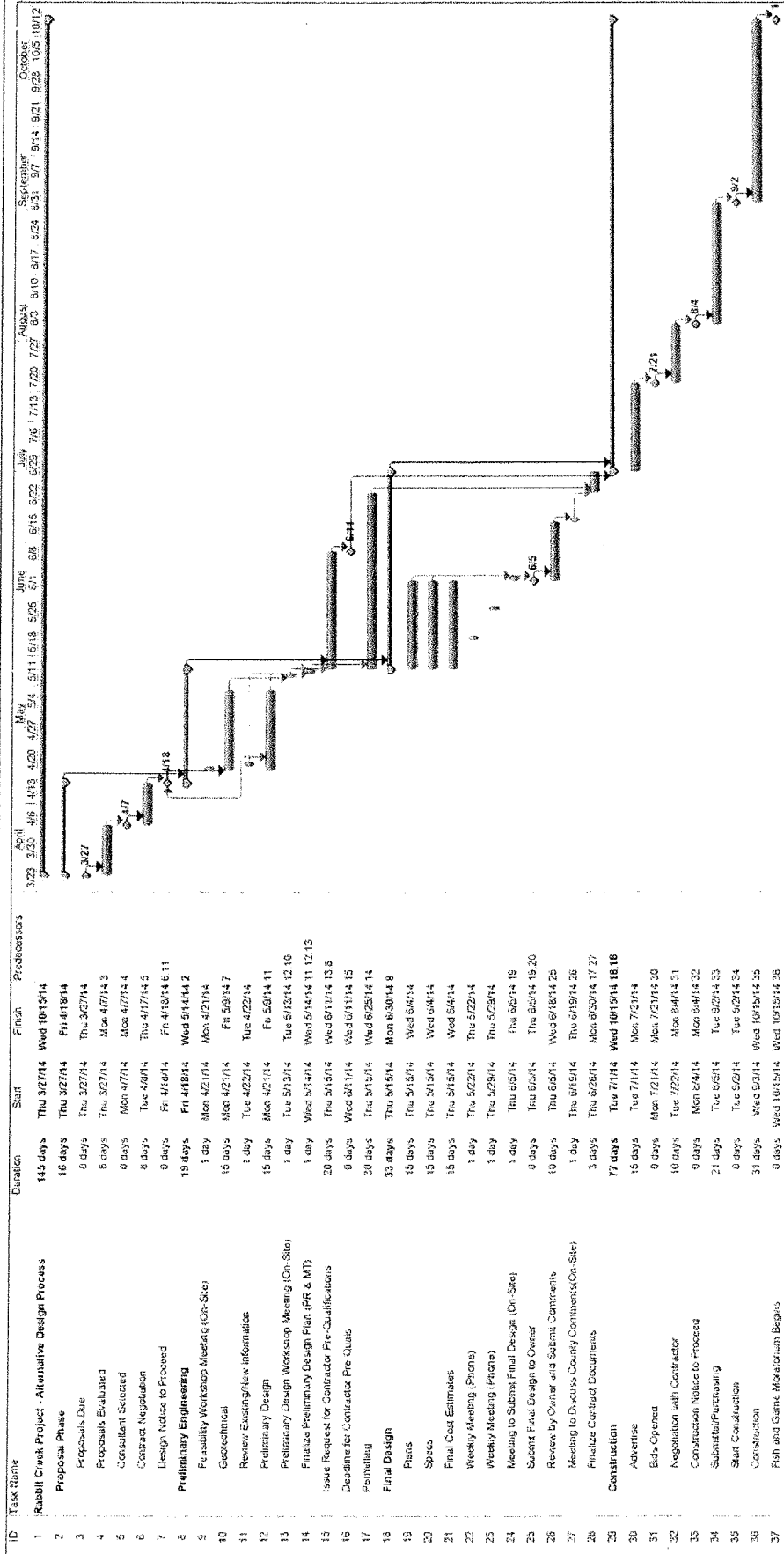


Figure 2. Proposed Project Design and Construction Schedule

## **Cost Proposal and Work Task Descriptions**

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Our itemized cost proposal can be found in the separate sealed envelope. The rates used are based on annual salary rates, with an overhead rate of 188% and a fixed fee of 15%. The total cost shown includes all work required for design of the culvert replacement, as well as supervision and coordination during construction. Our cost assumes that the County will provide the front end documents (General Conditions and Supplementary Conditions), as well as topographical survey data in AutoCAD format to use as a base for the Contract Drawings.

Our cost proposal also includes on-site inspection by BTE staff at one-half time. The above schedule estimates 31 working days (42 calendar days). Assuming the contractor will need to work 7 days a week to achieve the required schedule, we have assumed that we will be on-site for approximately 21 days. The extent of our involvement in construction management and inspection services can be tailored to the County's needs.

The following descriptions of tasks track with the task numbers and summary descriptions included in the cost proposal spreadsheet, to provide more detail regarding task deliverables and proposed work.

Task 1. Project Management. The project management task includes preparation of progress reports, participation in teleconference calls, contract administration and coordination, preparation of invoices, site reconnaissance, and up to two meetings at Amador County's office.

Task 2. Preliminary Engineering. Important decisions by County staff (and EBMUD) will be required during the preliminary engineering stage, including selection of the construction method and decision whether to pump down Rabbit Creek. These decisions will be reached in a workshop with Amador County, EBMUD and the design consultant, where the preliminary engineering deliverables are presented and explained in sufficient detail to allow defensible decisions. The decisions will be supported with geotechnical investigation results, technical feasibility evaluations, cost estimates, and schedules for construction for two alternative construction methods, i.e. microtunneling and pipe ramming, and at culvert pipe invert elevations of 183 and 195 feet. Cost implications for 48 and 60-inch diameter culverts will be evaluated, after construction method and pipe elevation have been determined. Permitting assistance will be limited to Principal level recommendations and direction regarding any amendments or modifications to existing permits.

The geotechnical investigation will include 3 borings, laboratory tests, and a summary report. Two of the borings will be drilled through the causeway into foundation materials to an approximate elevation of 170 feet. One boring will extend from the causeway toe on the Camanche Lake side to approximate elevation 170 feet. The results of the geotechnical investigation will be evaluated for construction implications and for confirming final alignment.

In addition, Bennett Trenchless will assist the County with developing the contractor prequalification packages. In particular, Bennett will identify a minimum of five (5) microtunneling and pipe ramming contractors (combined) that could potentially pre-qualify for



this work. Bennett will provide a technical write-up for the scope of work to be included in the Request for Qualifications package.

Task 2 Deliverables:

Geotechnical Investigation Report with Boring Logs and laboratory Testing Results

Recommended Culvert Replacement Alternative and Elevation (letter report)

Contractor Contact

List and scope of work for Pre-Qualification package.

Task 3. Final Design.

During final design, technical specifications and drawings for the selected trenchless construction method will be prepared. Drawings will include cover sheet, plan and profile of the final alignment, notes, and standard details. General provisions, supplementary conditions, standard details, and a list of bid items provided by Amador County will be incorporated into the project design documents. The cost estimate and construction schedule will be revised as necessary to reflect final alignment and quantities. The geotechnical report will be finalized to ensure consistency with other project documents. The contractor prequalification packages evaluation will be completed (if not completed during preliminary engineering), and a list of prequalified bidders will be prepared.

Task 3 Deliverables:

Final Bid Documents, including Specifications and Drawings.

List of Prequalified Bidders

Engineer's Estimate of Probable Costs and Construction Schedule

Task 4. Construction Support.

County will notify prequalified bidders and Bennett will participate in the pre-bid meeting at Amador County's office, review and evaluate bidder requests for information and clarification, review and evaluate bids, attend the pre-construction meeting, and review contractor submittals and shop drawings. Contractor pre-qualification packages will be developed during preliminary engineering and qualification submittals will be reviewed prior to bidding.

We will provide on-site construction inspection and quality control at all critical times and have assumed ½ time on-site work over the entire construction period. We will prepare a construction summary report, which will include daily inspection reports, photographs, and a chronological timeline of important events and milestones.

Task 4 Deliverables:

RFI/RFC Reviews

Shop Drawing and Submittal Reviews

Daily Construction Reports

Construction Summary Report

## **Contract Agreement**

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We have reviewed the Sample Agreement included as Exhibit A in the RFP. We have no exceptions or changes to the document.

## **Experience and Qualifications**

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Bennett Trenchless Engineers is a certified SBE specialty consulting engineering firm located in Folsom, CA that focuses 100% on trenchless technology. The principal of the firm, David Bennett, is a recognized industry leader who brings extensive experience to bear in developing innovative, cost-effective solutions to complex, real-world problems. The firm specializes in all aspects of design, including feasibility studies, full design services, and construction management services. The firm has designed projects using a wide variety of trenchless methods, include microtunneling, open-shield pipejacking, earth pressure balance pipejacking and tunneling, horizontal directional drilling, pilot tube microtunneling, pipe ramming, pipe bursting, and pipe rehabilitation.

The firm has extensive experience in performing feasibility studies for tunneling, microtunneling, pipeline rehabilitation, and directional drilling projects. These studies have included evaluation of geotechnical data and site conditions to determine the most favorable construction method. Feasibility studies have led to the development of design reports, recommending construction methods, pipe diameter, alignment, appropriate pipeline depths, the evaluation of relative risks, and development of risk avoidance and risk management strategies.

Bennett Trenchless Engineers has provided full design services on tunneling, microtunneling, horizontal directional drilling, pipe bursting, and rehabilitation projects. Design services have included the production of plans and specifications, geotechnical baseline reports, project schedules, and engineer's cost estimates. The firm has conducted design reviews and served on value engineering panels for trenchless projects at various levels of design (30%, 50%, 90%, etc.), suggesting modifications to minimize overall construction risk of the project.

Construction management services include a range of services from pre-bid services to post-construction services. Pre-bidding services have included the development and evaluation of pre-qualification packages, ensuring that the bidding contractors have an appropriate level of experience to match the complexity of the project. The firm has extensive experience in evaluation of contractor submittals prior to construction. Construction services provided by the firm include full-time on-site construction management, tracking contractor performance and verifying that the project is built to design specifications. Post-construction services include evaluation of contractor claims to determine the claim validity and appropriate courses of action.

For the Rabbit Creek Culvert Replacement Project, it is likely that either pipe ramming or microtunneling will be used to install the new culvert. The project presents unique challenges due to high groundwater and surface water levels, constrained work areas, permitting conditions, and aggressive schedule. The following project summaries describe our experience with each of these challenges and how we successfully dealt with each of them.

**Groundwater Extraction and Treatment System Area 3 Wells and GET “H” Pipeline (2010)**  
**Aerojet (Rancho Cordova, CA)**

Bennett Trenchless Engineers was contacted by Aerojet to redesign the installation of a 30-inch casing beneath Highway 50 to house extraction well pipelines. Challenges on the 215-foot crossing included the presence of extensive cobbles and boulders, Caltrans permitting, and the risk of settlement and heave.

Bennett Trenchless Engineers reviewed the geotechnical conditions, evaluated the feasibility of the project, evaluated the risk of settlement and heave at the surface and to underlying utilities, and provided a re-design using pipe ramming to minimize the risk of damage to the overlying highway by deepening the alignment. BTE also designed a ground surface settlement monitoring program. BTE provided full-time on-site inspection of the trenchless components of the project. The project was successfully completed in October 2010 with no damage to Highway 50.

Bennett Trenchless Personnel:  
David Bennett – Principal  
Kate Wallin – Engineering Assistant  
Mary Neher – Site Inspection

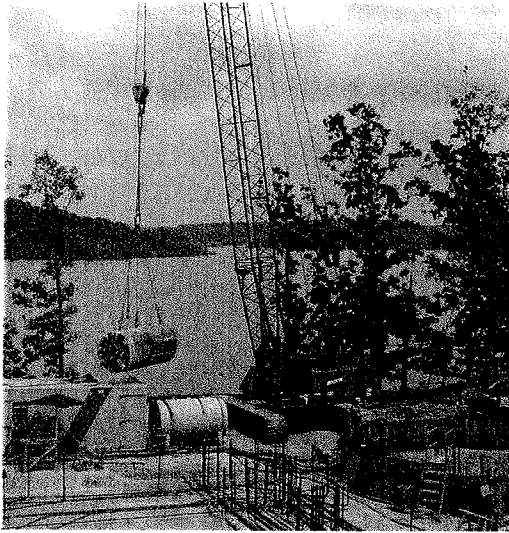
Reference:  
Alan Jackson  
Aerojet – Environmental Remediation  
916.355.3822



## **Beaver Raw Water Intake Expansion Project (2001 – 2004) Beaver Water District (Lowell, Arkansas)**

As a sub-consultant to MWH, Bennett Trenchless Engineers conducted the feasibility/preliminary design evaluation, geotechnical investigation, prepared Geotechnical Data and Baseline reports, evaluated alternative construction methods, conducted a design workshop, and provided design services for twin intake shafts and eight 60-inch diameter intake tunnels to triple water supply capacity from 80 MGD to 220 MGD.

The shafts were 30-feet in diameter and 100-feet deep, excavated through very challenging karstic limestone and fissile shale. The eight 60-inch tunnels varied from 90 to 160-feet and required underwater retrieval of the MTBM after each bore. The limestone contained numerous solution features and caves, and had unconfined compressive strengths up to 28,000 psi. Bennett Trenchless Engineers provided full-time construction management/inspection.



**Bennett Trenchless Personnel:**  
David Bennett, PhD, PE – Principal  
Matthew Wallin, PE – Project Engineer

**Reference:**  
Bill Hagenburger  
Beaver Water District  
479.756.3651

## **Emergency Outfall Replacement Project (2012)** **City of Yuba City, CA**

The Yuba City treated effluent outfall pipeline beneath the Feather River failed suddenly on January 30, 2012. The main river channel had migrated and scoured down to the existing 30-inch pipeline. The uncontrolled release of effluent created an urgent situation.

The City assembled a team of City design and O&M staff, consultants, and contractors. Intense working meetings with all the right people in the same room were followed by e-mail and telephone clarifications to work out the design details. The geotechnical consultant completed the first three borings by February 17. The HDD design was completed February 23<sup>rd</sup>. The Contractor mobilized as the design was prepared. Site grading, surveying, and measures to protect sensitive features were quickly completed. Permitting and regulatory review agencies were extremely cooperative. The HDD Company completed the 1,050-foot bore in 6 days. Total duration of the project from design to construction was 101 days. Keys to success were the City's ability to assemble the right team, quickly reach decisions, and the City Council's trust in their staff.

### **Bennett Trenchless Personnel:**

David Bennett, PhD, PE – Project Manager  
Matthew Wallin, PE – Sr Project Engineer  
Mary Neher, PE – Site Inspection

### **Reference:**

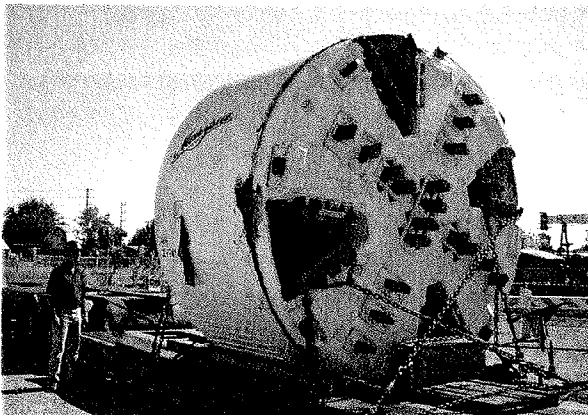
Diana Langley  
City of Yuba City  
Deputy Public Works Director,  
Engineering  
530.822.4792



## Upper Northwest Interceptor, Sections 3 and 4 (2004 – 2008) Sacramento Regional County Sanitation District

As the trenchless subconsultant to CH2M Hill, Bennett Trenchless Engineers provided preliminary and final design services for the trenchless installation of 19,000 feet of 60 to 84-inch gravity interceptor pipe through a congested urban area. In addition to the limited work area, other challenges encountered in the design of the interceptor included high groundwater levels, utility conflicts, crossing beneath the Union Pacific Railroad and two drainage canals.

Bennett Trenchless Engineers led the evaluation of alignment, shaft locations, staging areas and alternative trenchless construction methods. Bennett Trenchless Engineers also reviewed geotechnical information, prepared cost estimates, pipe material recommendations, settlement evaluations, specifications, construction schedules and reviewed design drawings. The construction methods selected for the final design were microtunneling, open-shield pipejacking and two-pass tunneling.



Bennett Trenchless Personnel:  
David Bennett, PhD, PE Principal  
Kate Wallin, Engineering Assistant

Reference:  
Dave Ocenosak  
Sacramento County Regional Sewer District  
Upper Northwest Interceptor Program  
Manager  
916.876.6054

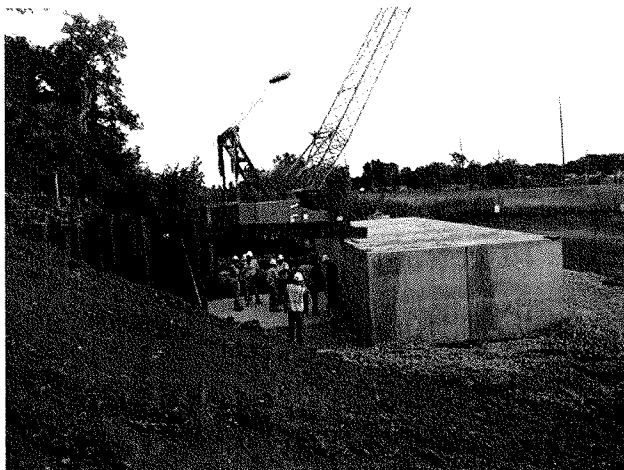
## **Miller Park to Pershing Sewer Separation Project (2011 – 2013) City of Omaha Public Works Department**

As the trenchless subconsultant to Carollo Engineers, Bennett Trenchless provided full design services for the trenchless components of the separation of the combined sewer from Miller Park to the Pershing Detention Pond in Omaha, NE. Trenchless construction methods were chosen due to the very deep gravity storm water pipeline alignment and to minimize disruption to the surrounding neighborhood. Microtunneling was chosen to minimize settlement risk and because the groundwater level was above the crown of the pipe. The microtunnel drive was approximately 1,300 feet of 60-inch unlined reinforced concrete pipe, with the downstream and exiting through a very steep bluff into the detention pond.

Challenges on the project included limited work area at the upstream portion of the microtunnel drive, which resulted in locating the jacking shaft within the detention pond where the soils were very weak. The lack of sufficient thrust capacity from the soil resulted in the contractor constructing a very robust thrust block using ten 80-foot tiebacks and ten 40-foot H-beams. The drive was successfully completed in October 2013.

**Bennett Trenchless Personnel:**  
David Bennett, PhD, PE – Principal  
Kate Wallin – Senior Scientist

**Reference:**  
Eitan Tsabari  
City of Omaha – Public Works  
Civil Engineering  
402.444.3339

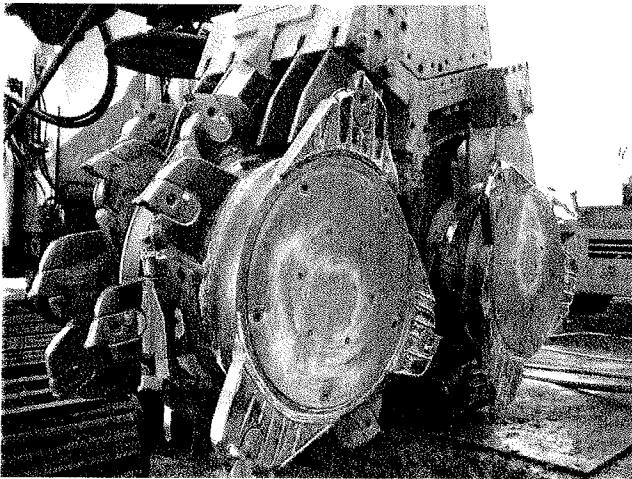




## **Folsom South Canal Connection Project (2005 – 2008) East Bay Municipal Utility District (Lodi, CA)**

As the trenchless subconsultant to Fugro West, Bennett Trenchless Engineers provided full design assistance and full-time construction inspection services for four trenchless crossings on the 19-mile raw water pipeline project connecting EBMUD's Folsom South Canal to the Mokelumne Aqueducts. Microtunneling was used for three of the four crossings and open-shield pipejacking was used for the fourth. The crossings ranged from 110 feet to 430 feet in length and 84 to 102 inches in diameter. Trenchless methods were used to cross beneath the Mokelumne River, California Highway 12, a major surface road, and a wetland area.

The most challenging trenchless crossing was the 430-foot microtunneled crossing of the Mokelumne River. Shafts were constructed using a new technology called Cutter-Soil Mixing that allowed the construction of deep, watertight shafts through very difficult soil and rock conditions. A specialize drill rig creates interlocking panels of soil-crete to form the shaft walls. This project was the first project completed in the United States using this technology to create shafts for microtunneling. Additional challenges on the crossing included construction of deep shafts, high groundwater, the presence of soft rock at the tunnel elevation, a prohibition on rescue shafts in the river should the machine have gotten stuck, and tight environmental restrictions.



**Bennett Trenchless Personnel:**  
Matthew Wallin, PE – Sr. Project Manager  
Mary Neher, PE – Site Inspection  
Kate Wallin – Engineering Assistant

**Reference:**  
Sanna Garcia  
EBMUD  
Associate Civil Engineer  
510.287.1679

**Appendix A**  
**Signed Amendment #1**

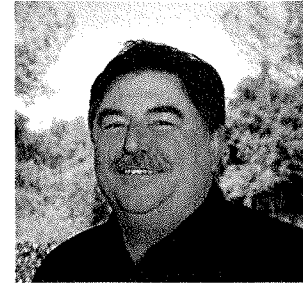
**Appendix B**  
**Key Staff Resumes**

# BENNETT

trenchless engineers



DAVID BENNETT PH.D., P.E.  
PRINCIPAL



**EDUCATION** Ph.D. Geotechnical Engineering, University of Illinois at Urbana-Champaign  
M. S., B.S. Civil Engineering, Mississippi State Univ.

**REGISTRATION** Professional Engineer (Civil) in California (60361), Florida (71956), and Washington (49145)

## BACKGROUND

Dr. Bennett's consulting engineering practice focuses on trenchless technology. He has special expertise in geotechnical evaluations, microtunneling, tunneling, horizontal directional drilling, and pipe bursting. His extensive experience includes feasibility studies, preliminary design, permit assistance, preparation of plans and specifications, design/constructability reviews, prequalification packages, planning and supervising geotechnical investigations, and instrumentation and monitoring plans for trenchless technology projects. He has provided claims evaluation and expert witness services to Owner agencies, engineering firms, contractors, and other parties on claims involving HDD, microtunneling, pipebursting, and geotechnical differing site conditions. He has provided consulting expertise to various municipalities, government agencies, engineering firms, and contractors, and actively educates owners, trains construction inspectors, and develops construction guidelines and practice standards for microtunneling, HDD, and pipe bursting. Prior to forming Bennett Trenchless Engineers, he was co-founder and principal of Bennett/Staheli Engineers, and was formerly a research engineer and Chief of the Soil and Rock Mechanics Division and Soil and Rock Testing Laboratory for the US Army Corps of Engineers Waterways Experiment Station in Vicksburg, MS.

He has authored over 60 technical papers on various aspects of trenchless technology, tunneling, geotechnical engineering, and radioactive waste disposal. He serves on the Editorial Advisory Board for Trenchless Technology Magazine and served on the CalTrans Advisory Panel for the Devil's Slide Tunnel near Pacifica, CA. He was selected by a panel of peers as "2005 Trenchless Technology Person of the Year", and was honored by induction into the Trenchless Technology Hall of Fame in 2013.

## EXPERIENCE

### **Yuba City, CA Treated Effluent Outfall Emergency Replacement (2012)**

In early February, 2012, the City of Yuba City's treated effluent outfall pipeline crossing the Feather River abruptly failed, sending the effluent directly into the river. The City requested Bennett Trenchless Engineers' assistance in designing an emergency replacement. BTE met with the City the same day, visited the site, and immediately began work designing the replacement pipeline. BTE then met with HDD and general contractors, civil consultants, and the City to establish design criteria, schedules, and logistics. Within 2-1/2 weeks BTE had completed design





**PG&E Line 137B Freshwater Slough HDD Gas Transmission Line Crossing (2007-08)**

Dr. Bennett reviewed PG&E design documents, permitting and regulatory filings, work plans, and assisted PG&E in securing approval from California Coastal Commission for HDD construction of the vital gas line replacement project. Key issues addressed were hydrofracture and loss of drilling fluid into the sensitive wetlands and habitat degradation. BTE staff and Dr. Bennett visited the project site, conducted hydrofracture analyses, refined the work plan, and prepared a technical memorandum with recommendations.

Reference: Rand Unverferth PG&E Project Manager 925.642.0823

**Upper Northwest Interceptor (UNWI) Sections 3 & 4, SRCSD, (2005-08)**

As the trenchless subconsultant to CH2M Hill, David Bennett was the project manager for Bennett Trenchless on this large SRCSD pipeline project. He led the evaluation of alternative alignments and trenchless construction methods to minimize impacts to residents and traffic for over 19,000 LF of 84 and 60-inch ID pipeline installed by trenchless methods. Mr. Bennett prepared design documents, including portions of basis of Design Report, trenchless technical specifications, trenchless drawing details, cost estimate, schedule, portions of Geotechnical Baseline Report, and technical memoranda.

Reference: Dave Ocenosak SRCSD 916.876.6108

**Barge Canal Crossing, Sacramento Regional County Sanitation District (2002-06)** Bennett Trenchless was a subconsultant to CH2M Hill, with responsibility for design of the trenchless Barge Canal crossing. Construction method selected was microtunneling for the twin 60-inch LNWI force mains, and HDD for the twin 20-inch diameter City of West Sacramento force mains. David Bennett was the lead tunnel design engineer for this project. Bennett Trenchless prepared technical specifications and drawing details for the tunnel elements.

Reference: Steve DeCou CH2M HILL 916.286.0202

**Sacramento River Crossing for South Pump Station Electrical Feeder, SRCSD (2003-2005)**

As a subconsultant to HDR, Bennett Trenchless designed 1600 LF by 30-inch diameter HDD bore beneath Sacramento River for multiple electrical conduits and fiber optic cables. Challenges included restricted work areas, expensive residences in close proximity to work, Corps of Engineer, State Lands Commission, and Reclamation Board permitting issues, noise restrictions, and elaborate electrical utility design criteria. We conducted preliminary design/feasibility study, recommended alignment and construction methods, designed conduit, evaluated geotechnical conditions and risks, assisted with permits, prepared cost estimate and construction schedule, technical specifications, and drawing details.

Reference: Kyle Frazer SRCSD 916.876.6052

**West Sacramento Force Main, Sacramento Regional County Sanitation District (2002-05)**

Bennett Trenchless, as a subconsultant to CH2M Hill, provided design services for trenchless crossings of roads, highways, and railroads for twin 60-inch diameter force mains as part of the SRCSD's Lower Northwest Interceptor Program (LNWI). We are responsible for evaluation of trenchless alternatives, development of cost estimates, technical specifications, settlement evaluation, permit coordination with CalTrans, and drawing details for four trenchless crossings.

Reference: Steve DeCou CH2M HILL 916.286.0202

**Arden Pump Station and Parallel 60-in Force Main Project, SRCSD (2001-05)**

As the trenchless subconsultant to CH2M Hill, Mr. Bennett and Bennett Trenchless Engineers staff evaluated geologic conditions, risks, and alternative construction methods for the 600-ft parallel 60-in force main crossing of the American River near the Fairbairn Intake. Bennett Trenchless recommended microtunneling as the preferred construction method and provided a cost estimate, schedule, and risk analysis for the crossing. Bennett Trenchless provided final design assistance to CH2M Hill, including technical specifications for the crossing, assistance on final selection of alignment and depth, permitting coordination, and review of the Geotechnical Data report and preparation of Geotechnical Baseline Report sections.

Reference: Gerry Costan SRCSD 916.876.6017

**Silicon Valley Power, Northern Receiving Station/ 230 kV Transmission Line, Guadalupe River and Highway 237 Crossings, Santa Clara County (2004)**

Mr. Bennett evaluated problems and provided design assistance to overcome the problems encountered on two trenchless crossings beneath Highway 87 and Guadalupe River. The project had been designed for auger-bored crossings. However, the Contractor was unable to complete the highway bore through the soft to very soft Bay Mud on the first attempt and undermined and ruptured a 14-inch re-use water main. Mr. Bennett inspected the site, evaluated the geotechnical conditions, and recommended a grouting and instrumentation and monitoring program along with changes to Contractor's operations, to protect the overlying utilities for the highway crossing. When implemented, his recommendations allowed the auger bore to be successfully completed. For the river crossing, Mr. Bennett recommended microtunneling which was successfully used to complete the crossing. He provided technical specification review and developed a surface spill and frac-out plan for the river crossing to help gain permitting and regulatory agency acceptance and approval. He also reviewed Contractor proposals and qualifications for the river crossing.

Reference: Albert Saenz Silicon Valley Power 408.261.5468

**Beaver Water District, Intake Project, Lowell, AR (2001-2004)**

As a sub-consultant to MWH, Bennett Trenchless Engineers conducted the feasibility/preliminary design evaluation and geotechnical investigation, prepared Geotechnical Data and Baseline reports, evaluated alternative construction methods, conducted design workshop, and provided design services for twin intake shafts and eight 60-inch diameter intake tunnels to triple water supply capacity from 80 MGD to 220 MGD. The shafts were 30-ft ID by 100-ft deep, excavated through very challenging karstic limestone and fissile shale. The eight 60-inch ID tunnels varied from 90 to 160 feet and required underwater retrieval of the MTBM after each bore. The limestone contained numerous solution features and caves, and had unconfined compressive strengths up to 28,000 psi. Bennett Trenchless provided full-time construction management/ inspection.

Reference: Bill Hagenburger Beaver Water District 479.756.3651

**Howe Avenue Water Main, City of Sacramento (2001-04)**

As the subconsultant to Black and Veatch, Mr. Bennett was the Bennett Trenchless project manager for this microtunneled crossing of the American River. Mr. Bennett led the evaluation of ground conditions, risks, and alternative construction methods for the 1,500-ft, 54-in diameter water main crossing of the American River near Howe Avenue and the Fairbairn Intake. Bennett Trenchless prepared a technical memorandum recommending microtunneling as the preferred construction alternative, recommending alignment and depth, and developed



planning level cost estimate. We also prepared technical specifications and drawing details for the microtunneled crossing design.

Reference: Brett Grant City of Sacramento 916.264.1416

**City of Sacramento U & S Streets In-line Storage Project (2001-2004)**

As a subconsultant to CH2M HILL, Bennett Trenchless designed a 72-inch diameter by 550 LF microtunneled gravity sewer pipeline crossing of I-5 at U Street, in Sacramento. Challenges included soft to very soft soils, severe work area restrictions, multiple critical nearby utilities, and permitting issues. We conducted preliminary design analysis and calculations, prepared preliminary design report, technical specifications, drawing details, assisted with CalTrans permit, and prepared Geotechnical Baseline Report. We also provided shop drawing review and on-site inspection services.

Reference: Stu Williams City of Sacramento 916.808.1410

**Upper Northwest Interceptor Sections 7&8, SRCSD (2001-03)**

As a sub-consultant to HDR, Bennett Trenchless Engineers evaluated ground conditions, risks, and alternative construction methods for 14 trenchless crossings along this project alignment. Bennett Trenchless reviewed geotechnical conditions, developed recommendations for preferred construction alternatives at the various crossings and prepared the Geotechnical Baseline Report. We also prepared contractor prequalification criteria and evaluated contractor qualification submittals.

Reference: Rob Williams HDR 916.351.3800

**Monterey-Riverside Trunk Sewer Project, San Jose, CA (1999-2002)**

Bennett Trenchless Engineers designed the 42-inch diameter 2,000-foot microtunneled gravity sewer pipeline replacement for existing force main, as sub-consultant to Carollo Engineers. We planned and evaluated the geotechnical investigation, and developed technical specifications for microtunneling, two-pass tunneling, pipe, shafts and shoring, dewatering, and grouting. We prepared prequalification criteria and evaluated contractor submittals. Pipeline alignment was through fractured, jointed rock and fill. Provided specialty construction inspection assistance.

Reference: Craig Temple City of San Jose 408.277.4638

# BENNETT

trenchless engineers



**Matthew S. Wallin, P.E.**  
**Senior Project Engineer**



**EDUCATION** M. S., Civil Engineering, Case Western Reserve University  
B. S., Civil Engineering, Case Western Reserve University

**REGISTRATION** Professional Engineer (Civil) California (65002)

## **SUMMARY**

Mr. Wallin has been involved in trenchless design and construction management since 2000, and has worked on a wide variety of projects and in many different capacities. With an emphasis on geotechnical considerations, his experience includes the design and implementation of trenchless technology construction and rehabilitation, geotechnical analysis and design, construction management and inspection, and subsurface exploration.

## **EXPERIENCE**

### **Treated Effluent Outfall Emergency Replacement, City of Yuba City, CA (2012)**

In early February, 2012, the City of Yuba City's treated effluent outfall pipeline crossing the Feather River abruptly failed, sending the effluent directly into the river. The City requested Bennett Trenchless Engineers' assistance in designing an emergency replacement. BTE met with the City the same day, visited the site, and immediately began work designing the replacement pipeline. BTE then met with HDD and general contractors, civil consultants, and the City to establish design criteria, schedules, and logistics. Within 2-1/2 weeks BTE had completed design for a 1,050 LF by 36-inch OD HDPE replacement pipeline to be installed using HDD. The HDD construction began within 5 weeks after the break, and the replacement pipeline construction was completed within 8 weeks of the break. The astonishing project delivery pace was made possible by the City's willingness to make important decisions in face to face meetings with the Contractors and BTE and the trust that had been established through previous collaborations among the parties.

Reference: Diana Langley City of Yuba City 530.822.4792

### **Shackelford Sewer Crossing, City of Modesto, CA (2008 – Present)**

Bennett Trenchless was the trenchless subcontractor to O'Dell Engineering, and provided preliminary and final design for HDD installation of twin 745-foot, 24-inch sanitary sewer siphons beneath the Mokelumne River. Challenges included minimizing impacts to the municipal golf course on the entry side, protecting multiple existing utilities from damage due to settlement, and severe topography on the exit side. Mr. Wallin was responsible for conducting pipe stress and pullback calculations, evaluating hydrofracture and settlement risk, developing specifications, editing technical drawings, and preparing the cost estimate and construction schedule.

Reference: Randall O'Dell O'Dell Engineering 209.571.1765 ext. 107

**Walnut Street Interceptor, Redwood City, CA (2010-11)**

Bennett Trenchless was the trenchless subconsultant to RMC Water and Environment for a microtunneled crossing of US 101. Mr. Wallin evaluated trenchless construction and alignment alternatives, evaluated geotechnical information, and shaft location alternatives, and made recommendations for final design. Challenges included US 101 crossing, numerous nearby utilities, tightly constrained work areas, and tie-ins to existing sewer.

Reference: Jimmy Tan Redwood City 650.780.7397

**Delta Water Supply Project, Stockton, CA (2007-2010)**

Bennett Trenchless Engineers, as the trenchless subconsultant to CDM, provided design services for several trenchless crossings for raw and treated water pipelines, including multiple UPRR and I-5 crossings, for this large water supply project. Trenchless alternative construction methods were evaluated, alignment options analyzed, cost estimates and schedules were prepared, and a preliminary Basis of Design Report was prepared in conjunction with CDM.

Reference: Bob Allen CDM 925.933.2900

**Upper Northwest Interceptor Section 9 and Associated Northeast Area Relief Projects – Sacramento Regional County Sanitation District (2005 – 2011)**

Bennett Trenchless Engineers has provided full trenchless design services, as a sub-consultant to HDR, for 32,550 feet of new interceptor and trunk sewer in Citrus Heights and Sacramento County, California. The project includes 9,500 feet of 36-inch diameter interceptor, 13,400 feet of 36-inch trunk, and 4,300 feet of 24-inch trunk sewer to be installed by microtunneling methods. The pipeline alignments are located along major arteries in densely developed areas of greater Sacramento. Trenchless construction is being used to minimize disruption along the alignment during the installation of the deep sewer (30 to 65 feet deep). Mr. Wallin is the Project Engineer for Bennett Trenchless Engineers responsible for the design of the 41 microtunneling drives on the project. Design challenges include locating shaft work areas in extremely tight locations, maintaining high traffic volumes, avoiding utility conflicts in a congested corridor, minimizing disruption to surrounding schools and businesses, and maximizing drive lengths to provide cost-efficient installation while managing construction risks. Mr. Wallin was responsible for providing design recommendations, performing settlement analyses, cost estimates, preparing contract specifications, and assistance in preparation of design drawings. Bennett Trenchless Engineers also provided full design services during construction of this project including submittal and RFI review, site visits, and claims avoidance services.

Reference: Bill Chavez SRCSD 916.876.6015

**Western Terminus Project - Livermore Amador Valley Water Management Agency (LAVWMA), San Leandro, CA (2009 – 2010)**

Bennett Trenchless Engineers served as a trenchless sub-consultant to Brown and Caldwell on the HDD replacement of approximately 1,200 feet of 36-inch treated effluent HDPE pipeline in San Leandro, CA. Challenges on the project included very strict environmental restrictions, a four-month construction window, limited work areas on both sides of the crossing, weak soils (Old Bay Mud), high groundwater, and a nearby residential community. Mr. Wallin served as a project engineer and provided submittal review for the trenchless components of the work.

Reference: Charlie Joyce Brown and Caldwell 925.210.2509

**Line 137B Freshwater Slough HDD Gas Transmission Line Crossing – PG&E (2007-08)**

Bennett Trenchless reviewed PG&E design documents, permitting and regulatory filings, work plans, and assisted PG&E in securing approval from California Coastal Commission for HDD construction of the vital gas line replacement project. Key issues addressed were hydrofracture and loss of drilling fluid into the sensitive wetlands and habitat degradation. Mr. Wallin provided on-site inspection services during construction.

Reference: Rand Unverferth PG&E Project Manager 925.642.0823

**Secret Town Pipe Phase II Improvements – Placer County Water Agency (2007 – 2010)**

As a subconsultant to HydroScience Engineers, Inc., Bennett Trenchless helped to design a trenchless crossing of a water pipeline underneath Interstate-80 in Secret Town, CA. The crossing was approximately 325 feet of 54-inch steel casing at approximately 12% grade through full-face rock. The ground conditions were undocumented fill overlaying hard rock, and because of the variability of the fill depth and composition, the alignment was sited deeper within the rock. The steep grade of the crossing was required due to the topography of the site. Microtunneling was selected as the appropriate trenchless technology to handle the full-face rock conditions, combined with the steep grade, and moderate length for a hard rock tunnel. Mr. Wallin designed the trenchless crossing and wrote the trenchless specifications for the crossing.

Reference: Vance Cave HydroScience 916.364.1490, ext. 111

**Mather Interceptor – Sacramento Regional County Sanitation District (2007 – 2010)**

Bennett Trenchless Engineers provided trenchless design services, as a sub-consultant to CDM, for over 15,000 feet of new interceptor sewer in Rancho Cordova, California. The project includes at least 15,000 feet of 72-inch diameter interceptor to be installed by trenchless methods. Trenchless construction was used primarily to minimize disruption along the alignment during the installation of the deep sewer (25 to 75 feet deep). The ground conditions were extremely challenging with mixed alluvial soils containing significant gravel, cobbles, and some boulders, and large quantities of perched groundwater. Mr. Wallin was the Project Engineer for Bennett Trenchless Engineers responsible for the design of the planned 21 trenchless drives on the project. Mr. Wallin was responsible for providing design recommendations, settlement analyses, cost estimates, contract specifications, and assistance in preparation of design drawings.

Reference: Andrew Page SRCSD 916.876.6055

**Folsom South Canal Connection Project – East Bay Municipal Utility District (2005 – 2010)**

Bennett Trenchless Engineers provided trenchless design services, as a sub-consultant to Fugro West, for a 19-mile raw water pipeline in southeast Sacramento County and northeast San Joaquin County, California. The project included five trenchless crossings of various features including the Mokelumne River. The crossings varied in length from 110 feet to 430 feet and included the use of open-shield pipejacking, microtunneling, and pipe ramming to install 96-inch steel casing and 72-inch RCCP. The trenchless crossings are located within mixed alluvial soils and Mehrten Formation soft rock (sandstone and agglomerate) below significant groundwater head in some locations. Mr. Wallin was the Project Engineer for Bennett Trenchless Engineers responsible for the design of the crossings on the project. Design challenges included selecting shaft construction and tunnel installation methods compatible with varied ground and groundwater conditions. Mr. Wallin was responsible for providing design recommendations,

settlement analyses, cost estimates, contract specifications, and assistance in preparation of design drawings. Bennett Trenchless Engineers will also be providing full-time on site specialty inspection for the microtunneled crossing of the Mokelumne River.

Reference: Sanna Garcia EBMUD 510.287.1679

**U & S Street In-Line Storage Project – City of Sacramento (2001 – 2004)**

As a specialty trenchless consultant to CH2M HILL, the firm provided trenchless design services for the Interstate 5 crossing for this combined sewer storage project. The crossing consisted of 550 feet of 72-inch diameter microtunneled gravity sewer crossing beneath a section of Interstate 5 in downtown Sacramento. The crossing was complicated by loose saturated soils, minimal clearance below the thickened seal slab for the freeway, and tight urban construction locations for the shafts. Mr. Wallin provided assistance with the preliminary design, alternatives evaluations, preparation of specifications, plan review, and preparation of the Geotechnical Baseline Report.

Reference: Stu Williams City of Sacramento 916.808.1410

**Natomas Force Main: Lower Northwest Interceptor – Sacramento Regional County Sanitation District (2002 – 2004)**

As a specialty trenchless consultant to Black & Veatch, the firm provided extensive trenchless design support for the microtunneled crossings of the West Main Drainage Canal on the Natomas Force Main section of the Lower Northwest Interceptor. The crossing consisted of twin 375-foot long by 60-inch diameter force mains through loosely consolidated alluvial deposits. Mr. Wallin assisted on preliminary design, evaluation of geotechnical conditions, selection of alignments, and preparation of plans and specifications, as well as review of the Geotechnical Baseline Report.

Reference: Kyle Frazier SRCSD 916.876.6029

**West Sacramento Force Main and Barge Canal Crossing: Lower Northwest Interceptor – SRCSD (2002 – 2003)**

As a specialty trenchless consultant to CH2M HILL, the firm provided extensive trenchless design support for seven microtunneled crossings on the West Sacramento Force Main section of the Lower Northwest Interceptor. The crossings vary in length from 250 to over 1,200 feet and consist of twin and triple large diameter (72- to 90-inch diameter) crossings of city streets, major railroad lines, and CA Highway 50 / Interstate 80. Additionally, the firm provided design services for the Barge Canal Crossings. This portion of the project consisted of twin 1,150 foot microtunnels crossing the Barge Canal and 300 foot inclined riser drives on the south side of the canal. Additionally, the City of West Sacramento's Stone Force Main crossing of the Barge Canal consisted of twin 1000-foot long, 24-inch diameter HDD installations. Mr. Wallin assisted on preliminary design, evaluation of geotechnical conditions, selection of alignments, and preparation of plans and specifications, as well as the Geotechnical Baseline Report.

Reference: Kyle Frazier SRCSD 916.876.6029

**Arden Pump Station and Parallel 60-in Force Main Project – Sacramento Regional County Sanitation District (2001 – 2003)**

As a specialty trenchless consultant to CH2M HILL, the firm evaluated geologic conditions, risks, and alternative construction methods for the parallel 60-inch force main crossings of the American River near the Fairbairn Water Intake. Microtunneling was recommended as the preferred construction method and provided a preliminary cost estimate and risk analysis for

the crossing, provided final design assistance to CH2M HILL, including technical specifications for the crossing, assistance on final selection of alignment and depth, and review of the Geotechnical Data and Baseline Reports.

Reference: Gerry Costan SRCSD 916.876.6017

**Beaver Water District Intake Project – Beaver Water District (2001 – 2004) Lowell, Arkansas**

As a specialty trenchless consultant to MWH, the firm conducted a feasibility/preliminary design evaluation, conducted geotechnical investigations, evaluated alternative construction methods and provided design services for twin intake shafts and multiple 60-inch diameter tunnels to triple the water supply capacity from 80 MGD to 220 MGD for the Beaver Water District. The shafts were 30-ft ID by 90-ft deep excavated through very challenging karstic limestone and fissile shale. The eight 60-inch ID tunnels varied from 90 to 160 feet long each and required underwater retrieval of the MTBM after each bore. The limestone contained numerous solution features and caves, and had unconfined compressive strengths up to 28,000 psi. The firm conducted full time on-site construction management services for the shaft construction and microtunneling operations during construction.

Reference: Bill Hagenburger BWD 479.756.3651

**Howe Avenue Water Transmission Main – City of Sacramento (2001 – 2002)**

As a specialty trenchless consultant to Black & Veatch, the firm evaluated ground conditions, risks, and alternative construction methods for the 1,500-ft, 54-in water main crossing of the American River near Howe Avenue and the Fairbairn Water Intake. Microtunneling was recommended as the preferred construction alternative, preliminary alignment and depth, developed a planning level cost estimate, and prepared trenchless construction specifications. The project included construction of a concrete caisson jacking shaft and auger drilled reception shaft. Mr. Wallin provided submittal review and on-site construction management services

Reference: Brett Grant City of Sacramento 916.808.1413

# BENNETT

trenchless engineers



Mary W. Neher  
Project Engineer



**EDUCATION** B.S., Mechanical Engineering, University of California, Berkeley  
M.S., Civil and Environmental Engineering, University of California, Davis

**REGISTRATION** Professional Engineer (Civil) in California (79188)

## SUMMARY

Mary Neher is a Project Engineer with Bennett Trenchless Engineers. Mary has been involved in the field of trenchless technology since 2007 and has worked on many trenchless projects using variety of installation methods.

## EXPERIENCE

### US 50 Pipe Ramming Crossing-Aerojet (2010)

BTE was involved in the re-design of a critical US 50 pipe ramming crossing for Aerojet Corporation, after Aerojet's initial proposal had been rejected by Caltrans. BTE evaluated geotechnical conditions, conducted settlement and heave risk evaluations, using a new approach developed specifically for the challenges presented by the project, recommended deepening the crossing, and convinced Caltrans to allow the re-designed project to proceed. Caltrans agreed, but insisted that BTE serve as specialty inspectors and conduct settlement and heave monitoring to ensure protection of US 50 and existing utilities. Ms. Neher provided inspection assistance for this project. The project was successfully completed without damage to Caltrans facilities.

Reference: Alan Jackson                      Aerojet                      916.355.3822

### Emerald Trunk Sewer Relief Project (2009-2012)

As a trenchless subconsultant to Carollo Engineers, BTE provided preliminary design services for two and final design services for one sanitary sewer crossing of a major road in Modesto, CA. During preliminary design Ms. Neher reviewed geotechnical information, evaluated feasible trenchless alignment and method alternatives, developed trenchless alignments, and prepared preliminary construction cost and schedule estimates. Pilot tube microtunneling was selected as the trenchless method of choice for these crossings and during final design Ms. Neher prepared trenchless specifications, reviewed trenchless drawings, and prepared construction cost and schedule estimates.

Reference: Tim Taylor                      Carollo Engineers                      916.565.4888

### City of Yuba City Walton 14-inch Water Main (2009 – 2010)

Bennett Trenchless Engineers provided trenchless design expertise on the re-design of a new water main in Yuba City. The original design called for 48- to 72-inch casing installed by auger

boring beneath SR 99 in wet loose sands, and beneath Gilsizer Slough in medium silt. After Caltrans refused to grant permits for the auger bore, Bennett Trenchless Engineers was brought on board to redesign the project using microtunneling. BTE coordinated with Caltrans and CalOSHA to assist the City with permits. Ms. Neher provided design assistance and on-site trenchless inspection assistance. The project was successfully completed in February 2010.

Reference: Kevin Bradford City of Yuba City, CA 530.822.4786

**Secret Town I-80 Water Main Pipeline Microtunneled Crossing (2008-2009)**

BTE and Mary Neher assisted HydroScience in re-designing this pipeline crossing as a deeper microtunneled crossing to address CalTrans concerns regarding settlement and risks associated with the originally proposed auger boring (bore and jack) method. BTE conducted settlement risk analysis, coordinated with CalTrans, coordinated with CalOSHA to receive a tunnel classification, prepared technical specifications, and reviewed and marked-up drawings, as necessary. Ms. Neher also provided on-site inspection services during construction.

Reference: Vance Cave HydroScience 916.364.1490

**Folsom South Canal Connection Project – East Bay Municipal District (2005 – 2008)**

Bennett Trenchless Engineers was the trenchless subconsultant to Fugro West, Inc. for the design of 18 miles of 72-inch water transmission pipeline from the new Clay Station Pumping Plant in Sacramento County to the Mokelumne Aqueduct in San Joaquin County. Design for the five trenchless crossings, totaling 1,300 feet of pipeline, includes two highway crossings and a crossing of the Mokelumne River. The trenchless technologies used included pipe ramming, microtunneling, auger drilling and open-shield pipejacking. Ms. Neher assisted with inspection of shaft construction and microtunneling operations on all the trenchless crossings. Challenges included high groundwater levels, tunneling through sandstone, and mixed face conditions.

Reference: Sanna Garcia EBMUD 510.287.1679

**Platform Holly Power Cable Replacement – Venoco, Inc. (2013)**

Bennett Trenchless reviewed an HDD alignment provided by Venoco, contractor work plans, and a drilling fluid release monitoring and contingency plan, performed hydrofracture risk evaluations and pipe stress analyses, developed design drawings with specification notes, and assisted Venoco in securing approval from the California Coastal Commission and California State Lands Commission for HDD construction of an HDPE conduit for an upgraded power cable. The 10-inch nominal diameter HDPE pipe was installed in an approximately 2,250 foot bore. Ms. Neher reviewed the documentation, performed design calculations, coordinated development of the design drawings, developed the specification notes, gave an introductory presentation on HDD to the environmental monitors, regulators, and Venoco employees, and provided on-site inspection services and coordination with regulators during construction.

Reference: Bob Manning Venoco, Inc 805.745.2173

**TWIC Infrastructure and Communications Hub Utilities Undercrossing (U2) San Joaquin River HDD Crossing – Port of Stockton (2013)**

As part of the national effort to improve security of critical infrastructure the Port of Stockton needed to install transportation work identification credential readers and related infrastructure. Bennett Trenchless Engineers assisted the Port of Stockton with design and permitting assistance for a 700-foot HDD crossing of the San Joaquin River and its levees to install four 4.5-inch OD HDPE communications conduits. Ms. Neher provided design and permitting assistance including re-design of the proposed HDD bore, hydrofracture risk



evaluations, settlement evaluations, pipe stress evaluations, and prepared documents required by the California State Lands Commission and Central Valley Flood Protection Board.

Reference: Jason Cashman Port of Stockton 209.946.0246

#### **Yuba City, CA Treated Effluent Outfall Emergency Replacement (2012)**

In early February, 2012, the City of Yuba City's treated effluent outfall pipeline crossing the Feather River abruptly failed, sending the effluent directly into the river. The City requested Bennett Trenchless Engineers' assistance in designing an emergency replacement. BTE met with the City the same day, visited the site, and immediately began work designing the replacement pipeline. BTE then met with HDD and general contractors, civil consultants, and the City to establish design criteria, schedules, and logistics. Within 2-1/2 weeks BTE had completed design for a 1050 LF by 36-inch OD HDPE replacement pipeline to be installed using HDD. The HDD construction began within 5 weeks after the break, and the replacement pipeline construction was completed within 8 weeks of the break. The astonishing project delivery pace was made possible by the City's willingness to make important decisions in face to face meetings with the Contractors and BTE and the trust that had been established through previous collaborations among the parties. Ms. Neher assisted with the design and provided construction inspection services.

Reference: Diana Langley City of Yuba City 530.822.4792.

#### **Western Terminus Project - Livermore Amador Valley Water Management Agency (LAVWMA) (2009 – 2010)**

Bennett Trenchless Engineers served as a trenchless sub-consultant to Brown and Caldwell on the HDD replacement of approximately 1,200 feet of 36-inch treated effluent HDPE pipeline in San Leandro, CA. Challenges on the project included very strict environmental restrictions, a four-month construction window, limited work areas on both sides of the crossing, weak soils (Old Bay Mud), high groundwater, and a nearby residential community. Ms. Neher reviewed geotechnical data, performed hydrofracture, settlement, and pipe stress calculations, prepared trenchless specifications, and assisted with submittal review.

Reference: Charlie Joyce Brown and Caldwell 925.210.2509

#### **Line 137B Freshwater Slough HDD Gas Transmission Line Crossing – PG&E (2007-08)**

Bennett Trenchless reviewed PG&E design documents, permitting and regulatory filings, work plans, and assisted PG&E in securing approval from California Coastal Commission for HDD construction of the vital gas line replacement project. Key issues addressed were hydrofracture and loss of drilling fluid into the sensitive wetlands and habitat degradation. Ms. Neher provided on-site inspection services during construction.

Reference: Rand Unverferth PG&E Project Manager 925.642.0823

#### **Sewer Force Main Crossing of the Santa Ynez River – City of Solvang, CA (2006 – 2008)**

Bennett Trenchless Engineers served as prime engineering consultant for the design and construction of the City of Solvang HDD crossing of Santa Ynez River Sewer Force Main Replacement. Ms. Neher assisted with design calculations of settlement and pullback loads as well as providing construction inspection services. The 1,800-foot HDD crossing was for a new 16-inch diameter sewer force main beneath the Santa Ynez River. Together with The HDD Company, Bennett Trenchless Engineers entered into a Design-Build contract with the City of Solvang to construct the force main in a very restrictive schedule. Challenges included gravel, cobbles, and boulders in the river channel to approximately 60 feet below ground surface, and

restricted work areas near the entry and exit locations. The project was successfully completed in April, 2008.

Reference: Brad Vidro

City of Solvang, CA

805.688.5575



April 21, 2014

David Bennett  
**Bennett Trenchless Engineers**  
90 Blue Ravine Road, Suite 165  
Folsom, CA 95630

Subject: **Rabbit Creek Culvert**  
Geotechnical Services  
Amador County, CA

Dear Mr. Bennett,

Crawford & Associates, Inc. (CAInc) prepared this proposal at your request to provide Geotechnical Services for the Rabbit Creek Culvert Project between Rabbit Creek and Camanche Reservoir in Amador County, California.

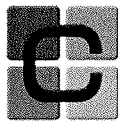
Below we provide our scope of services for the project.

Task 1      *Coordination, Project Review, and Preparation*

Crawford & Associates, Inc. (CAInc) will:

- Discuss the proposed improvements and boring locations with the design team and the County.
- Review existing data for the project including original design for the embankment between Rabbit Creek and Camanche Reservoir.
- Visit the site to determine our boring locations, mark USA, and discuss access issues with the team.
- Schedule the field exploration and obtain the required boring and encroachment permits from the County.

*If required we assume that rights of entries and regulatory permits (fish and game, etc.) will be provided by others.*



Task 2      Field Exploration

CAInc will perform two 75 ft deep and one 30 ft deep (or essential refusal) borings at the site using a truck mounted drill rig. The two deeper borings will be completed within Camanche Parkway and the shallow boring will be complete near the toe of the embankment on the Camanche Reservoir side. At a minimum, samples will be collected at approximately 5-foot intervals with SPT and California Modified samplers to obtain blow count information for analysis and recover samples. A project geologist/engineer will direct the sampling, log the borings, and deliver the samples to the laboratory for testing. Lane closures with flaggers will be required for the borings within the roadway.

Task 3      Laboratory Testing

Based on the onsite soil conditions encountered, we anticipate performing the following laboratory tests on representative soil samples obtained from the exploratory borings:

- Moisture content and dry density,
- Grainsize analysis and plasticity index testing, and
- Corrosion Analysis.

The actual laboratory testing performed will be based on subsurface conditions encountered.

Task 4      Prepare Geotechnical Memo

CAInc will review our fieldwork and lab testing results and prepare a Geotechnical Memo for the project including the following;

- Project description;
- Scope of services;
- Summary of reviewed documents;
- Site geology, subsurface soils and groundwater conditions;
- Laboratory test results;
- Geotechnical considerations;
- Risk Management and Limitations;
- Site Plan with boring locations;
- Geologic Map; and
- Boring logs.



**Crawford**  
& Associates, Inc.  
Geotechnical Engineering, Design  
and Construction Services

Sacramento • Modesto • Pleasanton • Rocklin

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***Fee***

Crawford & Associates, Inc. will perform the above scope of services for the follow fees:

Site Review and Analysis	\$1,296
Field Exploration	\$10,414
Laboratory Testing	\$1,829
<u>Prepare Geotechnical Memo</u>	<u>\$1,400</u>
Total	\$14,939

We will not exceed the above fees without written consent from you.

We appreciate the opportunity to work with you on this project. Please contact us if you have any questions or require additional information. Thank you.

Sincerely,

**Crawford & Associates, Inc.**

Benjamin D. Crawford, P.E., G.E.  
Principal Geotechnical Engineer

Corporate Office: 4030 S. Land Park Drive, Suite C • Sacramento, CA 95822 • (916) 455-4225

Modesto: 1165 Scenic Drive, Suite B • Modesto, CA 95350 • (209) 312-7668

Pleasanton: 6200 Stoneridge Mall Road Suite 330 • Pleasanton, CA 94588 • (925) 401-

**Proposed Scope and Estimated Fee for Bennett Trenchless Engineers  
Engineering and Design Services  
Amador County - Rabbit Creek Causeway Culvert Replacement**

Task #	Task Description and Deliverables	Principal \$236/hr	Senior Project Engineer \$191/hr	Project Engineer/ Senior Scientist \$155/hr	Subtotal
<b>1</b>	<b>Project Management</b>				
1.1	Invoices, Progress Reports, Contract Amendments		8		\$1,529
1.2	Tele-conferences	16	16		\$6,828
1.3	Site reconnaissance, On-Site Meetings (Assume 2)	12	12		\$5,121
	<i>Subtotal Task 1 - Project Management</i>	28	36	0	\$13,478
<b>2</b>	<b>Preliminary Engineering</b>				
2.1	Workshop Meetings	16	16		\$6,828
2.2	Geotechnical Coordination and Review including Field Observation (to eliminate waiting time for logs)	6	24		\$6,000
2.2a	Geotechnical Subconsultant - Supplemental Geotechnical Investigation				\$14,939
2.3	Review Existing Information	12	16		\$5,885
2.4	Preliminary Design	56	72	80	\$39,361
2.5	Permitting Coordination	4			\$943
2.6	Contractor Pre-Qualification Packages and Evaluation	8			\$1,885
	<i>Subtotal Task 2 - Preliminary Design</i>	102	128	80	\$75,841
<b>3</b>	<b>Final Design</b>				
3.1	Specifications	24	40	60	\$22,604
3.2	Trenchless Drawings	16	32	48	\$17,329
3.3	Final Cost Estimate and Schedule	6	16	32	\$9,434
	<i>Subtotal Task 3 - Final Design</i>	46	88	140	\$49,366
	<b>Labor Subtotal</b>	<b>176</b>	<b>252</b>	<b>220</b>	<b>\$138,684</b>
	Other Direct Costs (Travel, Production) Estimated at 3%				\$4,161
	<b>TOTAL</b>				<b>\$142,845</b>