

# AGENDA TRANSMITTAL FORM

To: **Board of Supervisors**

Date: 09/29/2014

*Agmt*

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

Phone Ext. 412

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

Meeting Date Requested:  
10/21/2014

Department Head Signature *[Signature]*

Agenda Title: Staff Care, Inc. and Amador County Behavioral Health 2nd Amendment Fiscal Year 2014-2015

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 approval of this 2nd amendment with Staff Care Inc. for FY 2014-2015. This contractor provides services for temporary Psychiatry Locum Tenens coverage for Amador County Behavioral Health clients.

This 2nd amendment changes the term.

Recommendation/Requested Action:

**Approval of 2nd Amendment**

Fiscal Impacts (attach budget transfer form if appropriate)

Staffing Impacts None

None

Is a 4/5ths vote required?

Yes

No

Committee Review?

N/A

Name \_\_\_\_\_

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

Contract Attached:

Yes

No

N/A

Resolution Attached:

Yes

No

N/A

Ordinance Attached:

Yes

No

N/A

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

Request Reviewed by:

Chairman *[Signature]*

Counsel *GO*

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)

Please return two 2nd amendments to Angie Grau in Behavioral Health. Risk

### FOR CLERK USE ONLY

Meeting Date

October 7, 2014

Time

9 a.m.

Item #

44A

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

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

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

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

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

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

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

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

Department \_\_\_\_\_  
For meeting \_\_\_\_\_  
of \_\_\_\_\_

ATTEST: \_\_\_\_\_

Clerk or Deputy Board Clerk

Save ....

## SECOND AMENDMENT TO SERVICES AGREEMENT

THIS SECOND AMENDMENT TO SERVICES AGREEMENT (this "Second Amendment") is made as of \_\_\_\_\_, 2014 by and between COUNTY OF AMADOR, a political subdivision of the State of California ("County") and Staff Care, Inc., ("Contractor") a Delaware Corporation.

### RECITALS

A. County and Contractor executed an agreement (the "Original Agreement") dated as of July 10, 2012 whereby Contractor agreed to provide temporary psychiatric coverage through use of locum tenens services upon the terms and conditions set forth in the Original Agreement. The Original Agreement was amended by that certain First Amendment to Service Agreement dated as of September 10, 2013. The Original Agreement, as amended by the First Amendment and this Second Amendment shall be referred to as the "Agreement."

B. County and Contractor desire to further modify the Agreement as set forth in this Second Amendment.

NOW, THEREFORE, the parties agree as follows:

1. Section C.4 entitled "COMPENSATION" of the Exhibit A attached to the First Amendment shall be modified to read as follows: "The total amount shall not exceed \$100,000 during the term of the second amendment."

2. Section F. of Exhibit A attached to the First Amendment entitled "TERM" shall be modified to read as follows::

"This Agreement shall terminate on June 30, 2015, unless extended in writing by the parties.

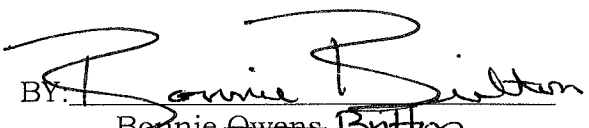
3. Except as set forth in this Second Amendment, the Agreement shall remain unmodified and in full force and effect.

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

COUNTY OF AMADOR

CONTRACTOR:  
Staff Care, Inc.  
a Delaware Corporation


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

BY:   
~~Bonnie Owens Britton~~  
Senior Vice President

Federal I.D. No.: 75-2404573

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

ATTEST:  
JENNIFER BURNS, CLERK OF THE  
BOARD OF SUPERVISORS

BY:   
Gregory Gillott

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



# CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY)  
09/25/2014

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

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

<b>PRODUCER</b> Aon Risk Insurance Services West, Inc. Sacramento CA Office 2277 Fair Oaks Blvd, Suite 250 Sacramento CA 95825 USA	<b>CONTACT NAME:</b> PHONE (A/C. No. Ext): (916) 369-4800      FAX (A/C. No.): (916) 369-4801 E-MAIL ADDRESS:	
	<b>INSURER(S) AFFORDING COVERAGE</b>	
<b>INSURED</b> AMN Healthcare Services, Inc. 12400 High Bluff Drive San Diego, CA 92130-3077 USA	<b>INSURER A:</b> Lloyd's Syndicate No. 2623	NAIC # AA1128623
	<b>INSURER B:</b> Lexington Insurance Company	19437
	<b>INSURER C:</b> Hartford Casualty Insurance Co	29424
	<b>INSURER D:</b>	
	<b>INSURER E:</b>	
	<b>INSURER F:</b>	

Holder Identifier :

**COVERAGES**      **CERTIFICATE NUMBER:** 570055248029      **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.      **Limits shown are as requested**

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input checked="" type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			W1370B140401 General Liability SIR applies per policy terms & conditions	03/01/2014	03/01/2015	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$100,000 MED EXP (Any one person) \$5,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$3,000,000 PRODUCTS - COMP/OP AGG \$1,000,000
C	<b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS			72ABS11105 Business Auto	09/01/2014	09/01/2015	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY ( Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION						EACH OCCURRENCE AGGREGATE
C	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	72WNS11103 Workers' Compensation	09/01/2014	09/01/2015	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE-EA EMPLOYEE \$1,000,000 E.L. DISEASE-POLICY LIMIT \$1,000,000
B	Medical Mal			6795462 Professional Liability SIR applies per policy terms & conditions	06/04/2014	06/04/2015	Each occ. \$1,000,000 SIR/Deductible (1) \$525,000 Aggregate \$3,000,000

Certificate No : 570055248029

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)**  
 Workers' compensation program has a \$500,000 deductible. Amador County and its officials, officers, and employees are named as additional insureds with respect to General Liability and Auto Liability and said coverage shall apply on a primary and non-contributory basis for liability arising solely from the negligent acts or omissions of Staff Care employees. A waiver of subrogation in favor of Amador County and its officials, officers, and employees applies with respect to work comp.

PL - Physicians

**CERTIFICATE HOLDER****CANCELLATION**

Amador County Risk Management 810 Court Street Jackson CA 95642 USA	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE  <i>Aon Risk Insurance Services West, Inc.</i>
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# ADDITIONAL REMARKS SCHEDULE

AGENCY Aon Risk Insurance Services West, Inc.		NAMED INSURED AMN Healthcare Services, Inc.	
POLICY NUMBER See Certificate Number: 570055248029			
CARRIER See Certificate Number: 570055248029	NAIC CODE	EFFECTIVE DATE:	

**ADDITIONAL REMARKS**

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

Named Insured Schedule:

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

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## COMMERCIAL AUTOMOBILE BROAD FORM ENDORSEMENT

This endorsement modifies insurance provided under the following:

### BUSINESS AUTO COVERAGE FORM

To the extent that the provisions of this endorsement provide broader benefits to the "insured" than other provisions of the Coverage Form, the provisions of this endorsement apply.

#### 1. BROAD FORM INSURED

##### A. Subsidiaries and Newly Acquired or Formed Organizations

The Named Insured shown in the Declarations is amended to include:

- (1) Any legally incorporated subsidiary in which you own more than 50% of the voting stock on the effective date of the Coverage Form. However, the Named Insured does not include any subsidiary that is an "insured" under any other automobile policy or would be an "insured" under such a policy but for its termination or the exhaustion of its Limit of Insurance.
- (2) Any organization that is acquired or formed by you and over which you maintain majority ownership. However, the Named Insured does not include any newly formed or acquired organization:
  - (a) That is a partnership, joint venture or limited liability company
  - (b) That is an "insured" under any other policy,
  - (c) That has exhausted its Limit of Insurance under any other policy, or
  - (d) 180 days or more after its acquisition or formation by you, unless you have given us notice of the acquisition or formation.

Coverage does not apply to "bodily injury" or "property damage" that results from an "accident" that occurred before you formed or acquired the organization.

##### B. Employees as Insureds

Paragraph A.1. - WHO IS AN INSURED - of SECTION II - LIABILITY COVERAGE is amended to add:

- d. Any "employee" of yours while using a covered "auto" you don't own, hire or borrow in your business or your personal affairs.

##### C. Lessors as Insureds

Paragraph A.1. - WHO IS AN INSURED - of Section II - Liability Coverage is amended to add:

- e. The lessor of a covered "auto" while the "auto" is leased to you under a written agreement if:
  - (1) The agreement requires you to provide direct primary insurance for the lessor and
  - (2) The "auto" is leased without a driver.

Such a leased "auto" will be considered a covered "auto" you own and not a covered "auto" you hire.

##### D. Additional Insured if Required by Contract

- (1) Paragraph A.1. - WHO IS AN INSURED - of Section II - Liability Coverage is amended to add:
  - f. When you have agreed, in a written contract or written agreement, that a person or organization be added as an additional insured on your business auto policy, such person or organization is an "insured", but only to the extent such person or organization is liable for "bodily injury" or "property damage" caused by the conduct of an "insured" under paragraphs a. or b. of Who Is An Insured with regard to the ownership, maintenance or use of a covered "auto."

The insurance afforded to any such additional insured applies only if the "bodily injury" or "property damage" occurs:

- (1) During the policy period, and
- (2) Subsequent to the execution of such written contract, and
- (3) Prior to the expiration of the period of time that the written contract requires such insurance be provided to the additional insured.

(2) How Limits Apply

If you have agreed in a written contract or written agreement that another person or organization be added as an additional insured on your policy, the most we will pay on behalf of such additional insured is the lesser of:

- (a) The limits of insurance specified in the written contract or written agreement; or
- (b) The Limits of Insurance shown in the Declarations.

Such amount shall be a part of and not in addition to Limits of Insurance shown in the Declarations and described in this Section.

(3) Additional Insureds Other Insurance

If we cover a claim or "suit" under this Coverage Part that may also be covered by other insurance available to an additional insured, such additional insured must submit such claim or "suit" to the other insurer for defense and indemnity.

However, this provision does not apply to the extent that you have agreed in a written contract or written agreement that this insurance is primary and non-contributory with the additional insured's own insurance.

(4) Duties in The Event Of Accident, Claim, Suit or Loss

If you have agreed in a written contract or written agreement that another person or organization be added as an additional insured on your policy, the additional insured shall be required to comply with the provisions in LOSS CONDITIONS 2. - DUTIES IN THE EVENT OF ACCIDENT, CLAIM, SUIT OR LOSS - OF SECTION IV - BUSINESS AUTO CONDITIONS, in the same manner as the Named Insured.

**E. Primary and Non-Contributory if Required by Contract**

Only with respect to insurance provided to an additional insured in 1.D. - Additional Insured If Required by Contract, the following provisions apply:

(3) Primary Insurance When Required By Contract

This insurance is primary if you have agreed in a written contract or written agreement that this insurance be primary. If other insurance is also primary, we will share with all that other insurance by the method described in Other Insurance 5.d.

(4) Primary And Non-Contributory To Other Insurance When Required By Contract

If you have agreed in a written contract or written agreement that this insurance is primary and non-contributory with the additional insured's own insurance, this insurance is primary and we will not seek contribution from that other insurance.

Paragraphs (3) and (4) do not apply to other insurance to which the additional insured has been added as an additional insured.

When this insurance is excess, we will have no duty to defend the insured against any "suit" if any other insurer has a duty to defend the insured against that "suit". If no other insurer defends, we will undertake to do so, but we will be entitled to the insured's rights against all those other insurers.

When this insurance is excess over other insurance, we will pay only our share of the amount of the loss, if any, that exceeds the sum of:

- (1) The total amount that all such other insurance would pay for the loss in the absence of this insurance; and
- (2) The total of all deductible and self-insured amounts under all that other insurance.

We will share the remaining loss, if any, by the method described in Other Insurance 5.d.

**2. AUTOS RENTED BY EMPLOYEES**

Any "auto" hired or rented by your "employee" on your behalf and at your direction will be considered an "auto" you hire.

The OTHER INSURANCE Condition is amended by adding the following:

If an "employee's" personal insurance also applies on an excess basis to a covered "auto" hired or rented by your "employee" on your behalf and at your direction, this insurance will be primary to the "employee's" personal insurance.

**3. AMENDED FELLOW EMPLOYEE EXCLUSION**

EXCLUSION 5. - FELLOW EMPLOYEE - of SECTION II - LIABILITY COVERAGE does not apply if you have workers' compensation insurance in-force covering all of your "employees".

Coverage is excess over any other collectible insurance.

**4. HIRED AUTO PHYSICAL DAMAGE COVERAGE**

If hired "autos" are covered "autos" for Liability Coverage and if Comprehensive, Specified Causes of Loss, or Collision coverages are provided under this Coverage Form for any "auto" you own, then the Physical Damage Coverages provided are extended to "autos" you hire or borrow, subject to the following limit.

The most we will pay for "loss" to any hired "auto" is:

- (1) \$100,000;
- (2) The actual cash value of the damaged or stolen property at the time of the "loss"; or
- (3) The cost of repairing or replacing the damaged or stolen property,

whichever is smallest, minus a deductible. The deductible will be equal to the largest deductible applicable to any owned "auto" for that coverage. No deductible applies to "loss" caused by fire or lightning. Hired Auto Physical Damage coverage is excess over any other collectible insurance. Subject to the above limit, deductible and excess provisions, we will provide coverage equal to the broadest coverage applicable to any covered "auto" you own.

We will also cover loss of use of the hired "auto" if it results from an "accident", you are legally liable and the lessor incurs an actual financial loss, subject to a maximum of \$1000 per "accident".

This extension of coverage does not apply to any "auto" you hire or borrow from any of your "employees", partners (if you are a partnership), members (if you are a limited liability company), or members of their households.

**5. PHYSICAL DAMAGE - ADDITIONAL TEMPORARY TRANSPORTATION EXPENSE COVERAGE**

Paragraph A.4.a. of SECTION III - PHYSICAL DAMAGE COVERAGE is amended to provide a limit of \$50 per day and a maximum limit of \$1,000.

**6. LOAN/LEASE GAP COVERAGE**

Under SECTION III - PHYSICAL DAMAGE COVERAGE, in the event of a total "loss" to a covered "auto", we will pay your additional legal obligation for any difference between the actual cash value of the "auto" at the time of the "loss" and the "outstanding balance" of the loan/lease.

"Outstanding balance" means the amount you owe on the loan/lease at the time of "loss" less any amounts representing taxes; overdue payments; penalties, interest or charges resulting from overdue payments; additional mileage charges; excess wear and tear charges; lease termination fees; security deposits not returned by the lessor; costs for extended warranties, credit life insurance, health, accident or disability insurance purchased with the loan or lease; and carry-over balances from previous loans or leases.

**7. AIRBAG COVERAGE**

Under Paragraph B. EXCLUSIONS - of SECTION III - PHYSICAL DAMAGE COVERAGE, the following is added:

The exclusion relating to mechanical breakdown does not apply to the accidental discharge of an airbag.

**8. ELECTRONIC EQUIPMENT - BROADENED COVERAGE**

The exceptions to Paragraphs B.4 - EXCLUSIONS - of SECTION III - PHYSICAL DAMAGE COVERAGE are replaced by the following:

a. Exclusions 4.c. and 4.d. do not apply to equipment designed to be operated solely by use of the power from the "auto's" electrical system that, at the time of "loss", is:

- (1) Permanently installed in or upon the covered "auto";
- (2) Removable from a housing unit which is permanently installed in or upon the covered "auto";
- (3) An integral part of the same unit housing any electronic equipment described in Paragraphs a. and b. above; or
- (4) Necessary for the normal operation of the covered "auto" or the monitoring of the covered "auto's" operating system.



b. \$1,500 is the most we will pay for "loss" in any one "accident" to all electronic equipment that reproduces, receives or transmits audio, visual or data signals which, at the time of "loss", is:

- (1) Permanently installed in or upon the covered "auto" in a housing, opening or other location that is not normally used by the "auto" manufacturer for the installation of such equipment;
- (2) Removable from a permanently installed housing unit as described in Paragraph b.(1) above or is an integral part of that equipment; or
- (3) An integral part of such equipment.

c. For each covered "auto", should loss be limited to electronic equipment only, our obligation to pay for, repair, return or replace damaged or stolen electronic equipment will be reduced by the applicable deductible shown in the Declarations, or \$250, whichever deductible is less.

#### **9. EXTRA EXPENSE - BROADENED COVERAGE**

Under Paragraph A. - COVERAGE - of SECTION III - PHYSICAL DAMAGE COVERAGE, we will pay for the expense of returning a stolen covered "auto" to you.

#### **10. GLASS REPAIR - WAIVER OF DEDUCTIBLE**

Under Paragraph D. - DEDUCTIBLE - of SECTION III - PHYSICAL DAMAGE COVERAGE, the following is added:

No deductible applies to glass damage if the glass is repaired rather than replaced.

#### **11. TWO OR MORE DEDUCTIBLES**

Under Paragraph D. - DEDUCTIBLE - of SECTION III - PHYSICAL DAMAGE COVERAGE, the following is added:

If another Hartford Financial Services Group, Inc. company policy or coverage form that is not an automobile policy or coverage form applies to the same "accident", the following applies:

- (1) If the deductible under this Business Auto Coverage Form is the smaller (or smallest) deductible, it will be waived;
- (2) If the deductible under this Business Auto Coverage Form is not the smaller (or smallest) deductible, it will be reduced by the amount of the smaller (or smallest) deductible.

#### **12. AMENDED DUTIES IN THE EVENT OF ACCIDENT, CLAIM, SUIT OR LOSS**

The requirement in LOSS CONDITIONS 2.a. DUTIES IN THE EVENT OF ACCIDENT,

CLAIM, SUIT OR LOSS - of SECTION IV - BUSINESS AUTO CONDITIONS that you must notify us of an "accident" applies only when the "accident" is known to:

- (1) You, if you are an individual;
- (2) A partner, if you are a partnership;
- (3) A member, if you are a limited liability company; or
- (4) An executive officer or insurance manager, if you are a corporation.

#### **13. UNINTENTIONAL FAILURE TO DISCLOSE HAZARDS**

If you unintentionally fail to disclose any hazards existing at the inception date of your policy, we will not deny coverage under this Coverage Form because of such failure.

#### **14. HIRED AUTO - COVERAGE TERRITORY**

Paragraph e. of GENERAL CONDITIONS 7. - POLICY PERIOD, COVERAGE TERRITORY - of SECTION IV - BUSINESS AUTO CONDITIONS is replaced by the following:

e. For short-term hired "autos", the coverage territory with respect to Liability Coverage is anywhere in the world provided that if the "insured's" responsibility to pay damages for "bodily injury" or "property damage" is determined in a "suit," the "suit" is brought in the United States of America, the territories and possessions of the United States of America, Puerto Rico or Canada or in a settlement we agree to.

#### **15. WAIVER OF SUBROGATION**

TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US - of SECTION IV - BUSINESS AUTO CONDITIONS is amended by adding the following:

We waive any right of recovery we may have against any person or organization with whom you have a written contract that requires such waiver because of payments we make for damages under this Coverage Form.

#### **16. RESULTANT MENTAL ANGUISH COVERAGE**

The definition of "bodily injury" in SECTION V-DEFINITIONS is replaced by the following:

"Bodily injury" means bodily injury, sickness or disease sustained by any person, including mental anguish or death resulting from any of these.

#### **17. EXTENDED CANCELLATION CONDITION**

Paragraph 2. of the COMMON POLICY CONDITIONS - CANCELLATION - applies except as follows:

If we cancel for any reason other than nonpayment of premium, we will mail or deliver to the first Named Insured written notice of cancellation at least 60 days before the effective date of cancellation.

**18. HYBRID PAYMENT COVERAGE**

In the event of a total loss to a "non-hybrid" auto for which Comprehensive, Specified Causes of Loss, or Collision coverages are provided under this Coverage Form, then such Physical Damage Coverages are amended as follows:

- a. If the auto is replaced with a "hybrid" auto, we will pay an additional 10%, to a maximum of \$2,500, of the "non-hybrid" auto's actual cash value or replacement cost, whichever is less,
- b. The auto must be replaced and a copy of a bill of sale or new lease agreement received by us within 60 calendar days of the date of "loss,"

c. Regardless of the number of autos damaged in any one "loss", the most we will pay under this Hybrid Payment Coverage provision for any one "loss" is \$10,000.

For the purposes of the coverage provision,

- a. A "non-hybrid" auto is defined as an auto that uses only an internal combustion engine to move the auto.
- b. A "hybrid" auto is defined as an auto with an internal combustion engine and one or more electric motors; and that uses the internal combustion engine and one or more electric motors to move the auto, or the internal combustion engine to charge one or more electric motors, which move the auto.

**Waiver of Our Right to Recover  
From Others Endorsement**



Policy Number  
**72WNS11103**

Named Insured and Address

This endorsement forms a part of the policy as numbered above, issued by THE HARTFORD INSURANCE GROUP company designated therein, and takes effect as of the effective date of said policy unless another effective date is stated herein

**AMN Healthcare Services, Inc.  
12400 High Bluff Drive  
San Diego, CA 92130**

Effective Date      Effective hour is the same as stated  
**9/01/2014**      in the Declarations of the policy.

Endt. No.  
**49**

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule.

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

**SCHEDULE**

Any person or organization from whom you are required by written contract or agreement to obtain this waiver of rights from us.

Effective date of this Endorsement: 01-Mar-2014

This Endorsement is attached to and forms a part of Policy Number: W1370B140401

Syndicates 2623/623 at Lloyd's Referred to in this endorsement as either the "Insurer" or the "Underwriters"

**BLANKET ADDITIONAL INSURED ENDORSEMENT FOR GENERAL LIABILITY ONLY**

This endorsement modifies insurance provided under the following:

**Excess Health Care Providers Liability Policy**

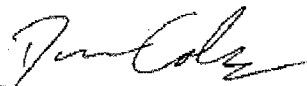
In consideration of the premium charged for the Policy, it is hereby understood and agreed that Clause **DEFINITIONS, 1. INSURED, (C)** is deleted in its entirety and replaced with the following:

(C) **under Coverage (I) – General Liabilities only**, any person or entity for which the INSURED has assumed such person's/entities liability in a written contract or agreement (an "ADDITIONAL INSURED") solely for services rendered by or on behalf of the NAMED INSURED and that is also named in a claim if all of the following conditions in Items 1.-7. are met:

1. The claim against the ADDITIONAL INSURED seeks damages for which the INSURED has assumed liability;
2. This insurance applies to such liability assumed by the INSURED;
3. The obligation to defend the ADDITIONAL INSURED, has also been assumed by the INSURED in the same contract or agreement;
4. The allegations in the claim and the information known about the LOSS or MEDICAL INCIDENT are such that no conflict appears to exist between the interests of the INSURED and the interests of the ADDITIONAL INSURED;
5. The ADDITIONAL INSURED and the INSURED ask the NAMED INSURED and/or Underwriters to conduct and control the defense of that ADDITIONAL INSURED against such claim and agree that the NAMED INSURED and/or Underwriters can assign the same counsel to defend the INSURED and the ADDITIONAL INSURED;
6. The ADDITIONAL INSURED agrees in writing to:
  - a. Cooperate with the NAMED INSURED and/or Underwriters in the investigation, settlement or defense of the claim;
  - b. Immediately send the NAMED INSURED and/or Underwriters copies of any demands, notices, summonses or legal papers received in connection with the claim;
  - c. Notify any other insurer whose coverage is available to the ADDITIONAL INSURED; and
  - d. Cooperate with the NAMED INSURED and/or Underwriters with respect to coordinating other applicable insurance available to the ADDITIONAL INSURED; and
7. The ADDITIONAL INSURED provides the NAMED INSURED and/or Underwriters with written authorization to:

- a. Obtain records and other information related to the claim; and
- b. Conduct and control the defense of the ADDITIONAL INSURED in such claim.

All other terms and conditions of this Policy remain unchanged.

  
\_\_\_\_\_  
Authorized Representative

# AGENDA TRANSMITTAL FORM

To: **Board of Supervisors**

Date: September 30, 2014

Agmts

From: Aaron Brusatori  
(Department Head - please type)

Phone Ext. 429

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

Meeting Date Requested:  
10/07/14

Department Head Signature *Aaron Brusatori*

Agenda Title: Authorize Chairman to Sign All Right of Way Documents for Ridge Road / Countywide Turnout Project

Summary: (Provide detailed summary of the purpose of this item; attach additional page if necessary)  
Public Works is requesting that the Board Chairman be authorized to sign all closing documents relating to Right of Way Acquisition, upon review and approval by County Counsel, for the Countywide Turnouts Project.

Dates and times of escrow will be coordinated with the Public Works Director.

**Right of Way Acquired:**

- |   |   |
|---|---|
| 015-120-044 Shakeridge Road - Oneto               | 023-010-025 Fiddletown Road - Wetsel Oviatt |
| 030-010-127 Shakeridge Road - Burke               | 007-100-015 Shenandoah Road - Dick et al    |
| 023-250-013 Shakeridge Road - Anselmi & Peccianti |   |
| 015-010-028 Fiddletown Road - Amoruso             |   |
| 021-050-041 Fiddletown Road - Wetsel Oviatt       |   |

**Recommendation/Requested Action:**

**Approve Chairman to sign Right of Way Acquisition documents**

Fiscal Impacts (attach budget transfer form if appropriate)

Staffing Impacts None

None

Is a 4/5ths vote required? Yes  No

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

Committee Review? N/A

Name \_\_\_\_\_

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

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

**Request Reviewed by:**

Chairman <u><i>Law</i></u>	Counsel <u><i>GC</i></u>
Auditor <u><i>Edd</i></u>	GSA Director <u><i>hop</i></u>
CAO <u><i>[Signature]</i></u>	Risk Management <u><i>[Signature]</i></u>

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

Public Works, County Counsel

**FOR CLERK USE ONLY**

Meeting Date October 7, 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 \_\_\_\_\_

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 American Title Company**

12180 Industry Blvd., Suite 53 • Jackson, CA 95642

**Buyer's Estimated Settlement Statement**

**Property:** NO SITUS ADDRESS, CA

**File No:** 0301-3238385

**Officer:** Renee Kirk/RK

**New Loan No:**

**Estimated Settlement Date:** 10/01/2014

**Disbursement Date:**

**Print Date:** 09/19/2014, 1:48 PM

**Buyer:** Amador County

**Address:** Department of Transportation, 810 Court Street, Jackson, CA 95642

**Seller:** Wetsel Oviatt Lumber Co.

**Address:** P.O. Box 496028, Redding, CA 96049

Charge Description	Buyer Charge	Buyer Credit
<b>Consideration:</b>		
Total Consideration	1,000.00	
<b>Deposits in Escrow:</b>		
Receipt No. 693102087 on 04/16/2009 by County of Amador		500.00
Receipt No. 693110730 on 09/19/2014 by Amador County		1,000.00
<b>Title/Escrow Charges to:</b>		
Preliminary Report to First American Title Company	500.00	
Escrow Fee to First American Title Company	515.00	
<b>Cash (X From) ( To) Buyer</b>		515.00
<b>Totals</b>	2,015.00	2,015.00

**Buyer(S):**

Amador County, a political subdivision of  
the State of California

By:., Authorized Signer



*First American Title*

First American Title Company  
12180 Industry Blvd., Suite 53  
Jackson, CA 95642  
(209)223-0740  
Fax - (866)454-5150

## SALE CLOSING ESCROW INSTRUCTIONS

To: **First American Title Company, Escrow Holder**  
**Renee Kirk, Escrow Officer**

File No.: **0301-3238385 (RK)**

Date: **September 19, 2014**

Estimated Closing Date: **October 01, 2014**

Purchase Price: **1,000.00**

Re: **NO SITUS ADDRESS, , CA ("Property")**  
**Amador County ("Buyer")**  
**Wetsel Oviatt Lumber Co. ("Seller")**

These instructions are not intended to alter, modify or change the purchase contract and/or escrow instructions between the parties hereto, including the California Purchase Agreement and Joint Escrow Instructions ("Agreement") with any addendums/amendments thereto, for the above referenced property except with respect to the following:

**Final Approvals:** Buyer's and Seller's signatures on the estimated settlement statements to be presented to Escrow Holder prior to the close of escrow will constitute their specific acknowledgement to Escrow Holder that all conditions precedent have been released, approved and/or waived and Escrow Holder is instructed to proceed to close this escrow.

**Vesting:** Buyer directs that title to the Property be vested as follows:

**Amador County, a political subdivision of the State of California**

**Grant Deed:** Escrow Holder is instructed to complete Grant Deed over Seller's signature, if necessary, to comply with Buyer's written vesting instructions.

**Title Approval:** Buyer acknowledges receipt of a copy of the Preliminary Report issued in connection with this escrow for the above-referenced property and containing the legal description of the property which is the subject of this escrow.

Buyer approves the contemplated policy form and acknowledges that the Policy of Title Insurance shall be subject to all exceptions shown on the Preliminary Report except:

1. Delinquent general and special taxes, assessments and/or bonds
2. Voluntary and/or involuntary liens created by Seller or prior owner not assumed by Buyer
3. Deed(s) of Trust not assumed by Buyer
4. The following items which are specifically disapproved by Buyer: \_\_\_\_\_

Buyer initial(s): \_\_\_\_\_

**(Buyer: please list above the numbers of the specific exceptions on the preliminary report which are disapproved and initial.)**

The policy shall also be subject to any deeds of trust and or other voluntary liens executed by Buyer as part of this escrow and general and special taxes and assessments which as of the date of close of escrow are a lien not yet due and payable.



Buyer further acknowledges that First American Title Company has not examined the public records for any involuntary liens that may be of record against the undersigned Buyer(s).

Buyer understands that, should there be any involuntary liens recorded against the Buyer at the time Buyer acquires title, these involuntary liens will become liens on the title to the property.

**Local Transfer Forms:** Buyer and Seller acknowledge that local ordinances may require the completion and submittal of certain certificates or applications, or physical modifications such as sewer laterals, in connection with the transfer of ownership of the subject property, referred to herein as "Local Transfer Obligations." Buyer and Seller further acknowledge and agree that the completion or submittal of these Local Transfer Obligations shall be handled outside of escrow and are not the responsibility of Escrow Holder. Specifically, Escrow Holder is not responsible for: 1) identifying or advising regarding any such requirements, 2) furnishing, completing or submitting forms, or 3) paying or disbursing any funds in connection therewith. Buyer and Seller authorize and instruct Escrow Holder to close this escrow without inquiry or concern regarding the status of any Local Transfer Obligations.

In the event Escrow Holder agrees to receive any forms for forwarding to other parties or governmental agencies, Escrow Holder will be performing such actions as an accommodation only, and shall have no responsibility for the sufficiency or completeness of the documents, nor any responsibility for follow up or correction of any deficiencies. If Escrow Holder has transmitted any type of filing fee on behalf of the parties by its check and the check remains un-negotiated and becomes stale-dated or is returned to Escrow Holder by the agency, the parties instruct Escrow Holder to void its check and disburse the funds to the Buyer. Any related forms that are returned to Escrow Holder shall also be forwarded to the Buyer.

**Estimated Settlement Statement:** Upon Close of Escrow, Escrow Holder is instructed to disburse in accordance with the executed "Estimated Settlement Statement" and the Real Estate Settlement Procedures Act, Appendix A to Part 3500 without further instruction from the parties hereto.

**Fire Insurance:** The undersigned acknowledges lender's requirement of fire insurance coverage. Insurance Agent and Company Name: \_\_\_\_\_ Phone Number: \_\_\_\_\_ Policy/Endorsement is to be supplied prior to close of escrow. Escrow holder is authorized and instructed to pay any premium due necessary to satisfy lender's requirements.

**Escrow not responsible for payment of bills:** The parties acknowledge that any charges for work or inspections on the property are solely the responsibility of the parties to this escrow. Escrow Holder will not be responsible for payment of or collection of payment from parties to this escrow for any bills submitted to escrow other than those that have been approved for payment on the Buyer's, Seller's and Borrower's settlement statements. If bills are submitted by Seller, Buyer or their agents after the settlement statements have been approved, they will be charged to the respective party as verbally instructed by the submitting party.

**Prorations:** All prorations for the Property are to be handled in escrow as reflected on the "Estimated Settlement Statement." The parties understand and agree that (1) Escrow Holder will **not** prorate municipal utilities, and (2) the transfer of the utilities must be handled by the parties outside of escrow.

**Warranty Regarding Encumbrances:** The undersigned warrant and guarantee that there are no outstanding liens or Deeds of Trust or Mortgages affecting the property, other than those shown on the preliminary report described herein. Initials \_\_\_\_\_

**Document/Funds Delivery:** After Close of Escrow, all documents, funds and statements are to be sent to the undersigned at the addresses provided to Escrow Holder.

**Escrow General Provisions:** The parties acknowledge receipt of the Escrow General Provisions which are incorporated herein by reference.

**Funds Held Fee:** In the event funds remain in escrow for any reason more than 90 days after the Close of Escrow, or if escrow has not closed 90 days after the estimated closing date set forth in the existing escrow instructions to Escrow Holder ("Dormancy Period"), Escrow Holder will make reasonable efforts to notify the parties regarding same. If funds remain in escrow beyond the Dormancy Period, a monthly "funds held fee" of \$25.00 shall accrue for each month or fraction of a month thereafter that the funds, or any portion thereof, remain in escrow. Escrow Holder is instructed to deduct the monthly funds held fee directly from the funds held in escrow on a monthly or other periodic basis (i.e. quarterly, semi-annually, etc.). The parties agree to pay these sums to compensate Escrow Holder for administering, monitoring, accounting, reminders and other notifications and processing of the funds so held in accordance with this provision.

---

**SELLER:**

Wetsel Oviatt Lumber Co.

\_\_\_\_\_  
By: M.D. Emmerson, Authorized  
Representative

**Please indicate your forwarding address and phone number:**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Home Phone: \_\_\_\_\_

Cell Phone: \_\_\_\_\_

Work Phone: \_\_\_\_\_

Email Address: \_\_\_\_\_

**BUYER:**

Amador County, a political subdivision of the  
State of California

\_\_\_\_\_  
By: ., Authorized Signer



**First American Title Company**

12180 Industry Blvd., Suite 53 • Jackson, CA 95642

**Buyer's Estimated Settlement Statement**

**Property:** NO SITUS ADDRESS, CA

**File No:** 0301-3238386

**Officer:** Renee Kirk/RK

**New Loan No:**

**Estimated Settlement Date:** 10/01/2014

**Disbursement Date:**

**Print Date:** 09/19/2014, 2:10 PM

**Buyer:** Amador County

**Address:**

**Seller:** Wetsel Oviatt Lumber Co.

**Address:** P.O. Box 496028, Redding, CA 96049

<b>Charge Description</b>	<b>Buyer Charge</b>	<b>Buyer Credit</b>
<b>Consideration:</b>		
Total Consideration	1,000.00	
<b>Deposits in Escrow:</b>		
Receipt No. 693102088 on 04/16/2009 by County of Amador		500.00
Receipt No. 693110731 on 09/19/2014 by Amador County		1,000.00
<b>Title/Escrow Charges to:</b>		
Preliminary Report to First American Title Company	500.00	
Escrow Fee to First American Title Company	515.00	
<b>Cash (X From) ( To) Buyer</b>		515.00
<b>Totals</b>	<b>2,015.00</b>	<b>2,015.00</b>

**Buyer(S):**

Amador County, a political subdivision of  
the State of California

\_\_\_\_\_  
By:., Authorized Signer



*First American Title*

First American Title Company  
12180 Industry Blvd., Suite 53  
Jackson, CA 95642  
(209)223-0740  
Fax - (866)454-5150

## SALE CLOSING ESCROW INSTRUCTIONS

To: **First American Title Company, Escrow Holder**  
**Renee Kirk, Escrow Officer**

File No.: **0301-3238386 (RK)**

Date: **September 19, 2014**

Estimated Closing Date: **October 01, 2014**

Purchase Price: **1,000.00**

Re: **NO SITUS ADDRESS, , CA ("Property")**  
**Amador County ("Buyer")**  
**Wetsel Oviatt Lumber Co. ("Seller")**

These instructions are not intended to alter, modify or change the purchase contract and/or escrow instructions between the parties hereto, including the California Purchase Agreement and Joint Escrow Instructions ("Agreement") with any addendums/amendments thereto, for the above referenced property except with respect to the following:

**Final Approvals:** Buyer's and Seller's signatures on the estimated settlement statements to be presented to Escrow Holder prior to the close of escrow will constitute their specific acknowledgement to Escrow Holder that all conditions precedent have been released, approved and/or waived and Escrow Holder is instructed to proceed to close this escrow.

**Vesting:** Buyer directs that title to the Property be vested as follows:

**Amador County, a political subdivision of the State of California**

**Grant Deed:** Escrow Holder is instructed to complete Grant Deed over Seller's signature, if necessary, to comply with Buyer's written vesting instructions.

**Title Approval:** Buyer acknowledges receipt of a copy of the Preliminary Report issued in connection with this escrow for the above-referenced property and containing the legal description of the property which is the subject of this escrow.

Buyer approves the contemplated policy form and acknowledges that the Policy of Title Insurance shall be subject to all exceptions shown on the Preliminary Report except:

1. Delinquent general and special taxes, assessments and/or bonds
2. Voluntary and/or involuntary liens created by Seller or prior owner not assumed by Buyer
3. Deed(s) of Trust not assumed by Buyer
4. The following items which are specifically disapproved by Buyer: \_\_\_\_\_  
Buyer initial(s): \_\_\_\_\_

**(Buyer: please list above the numbers of the specific exceptions on the preliminary report which are disapproved and initial.)**

The policy shall also be subject to any deeds of trust and or other voluntary liens executed by Buyer as part of this escrow and general and special taxes and assessments which as of the date of close of escrow are a lien not yet due and payable.

Buyer further acknowledges that First American Title Company has not examined the public records for any involuntary liens that may be of record against the undersigned Buyer(s).

Buyer understands that, should there be any involuntary liens recorded against the Buyer at the time Buyer acquires title, these involuntary liens will become liens on the title to the property.

**Local Transfer Forms:** Buyer and Seller acknowledge that local ordinances may require the completion and submittal of certain certificates or applications, or physical modifications such as sewer laterals, in connection with the transfer of ownership of the subject property, referred to herein as "Local Transfer Obligations." Buyer and Seller further acknowledge and agree that the completion or submittal of these Local Transfer Obligations shall be handled outside of escrow and are not the responsibility of Escrow Holder. Specifically, Escrow Holder is not responsible for: 1) identifying or advising regarding any such requirements, 2) furnishing, completing or submitting forms, or 3) paying or disbursing any funds in connection therewith. Buyer and Seller authorize and instruct Escrow Holder to close this escrow without inquiry or concern regarding the status of any Local Transfer Obligations.

In the event Escrow Holder agrees to receive any forms for forwarding to other parties or governmental agencies, Escrow Holder will be performing such actions as an accommodation only, and shall have no responsibility for the sufficiency or completeness of the documents, nor any responsibility for follow up or correction of any deficiencies. If Escrow Holder has transmitted any type of filing fee on behalf of the parties by its check and the check remains un-negotiated and becomes stale-dated or is returned to Escrow Holder by the agency, the parties instruct Escrow Holder to void its check and disburse the funds to the Buyer. Any related forms that are returned to Escrow Holder shall also be forwarded to the Buyer.

**Estimated Settlement Statement:** Upon Close of Escrow, Escrow Holder is instructed to disburse in accordance with the executed "Estimated Settlement Statement" and the Real Estate Settlement Procedures Act, Appendix A to Part 3500 without further instruction from the parties hereto.

**Fire Insurance:** The undersigned acknowledges lender's requirement of fire insurance coverage. Insurance Agent and Company Name: \_\_\_\_\_ Phone Number: \_\_\_\_\_. Policy/Endorsement is to be supplied prior to close of escrow. Escrow holder is authorized and instructed to pay any premium due necessary to satisfy lender's requirements.

**Escrow not responsible for payment of bills:** The parties acknowledge that any charges for work or inspections on the property are solely the responsibility of the parties to this escrow. Escrow Holder will not be responsible for payment of or collection of payment from parties to this escrow for any bills submitted to escrow other than those that have been approved for payment on the Buyer's, Seller's and Borrower's settlement statements. If bills are submitted by Seller, Buyer or their agents after the settlement statements have been approved, they will be charged to the respective party as verbally instructed by the submitting party.

**Prorations:** All prorations for the Property are to be handled in escrow as reflected on the "Estimated Settlement Statement." The parties understand and agree that (1) Escrow Holder will **not** prorate municipal utilities, and (2) the transfer of the utilities must be handled by the parties outside of escrow.

**Warranty Regarding Encumbrances:** The undersigned warrant and guarantee that there are no outstanding liens or Deeds of Trust or Mortgages affecting the property, other than those shown on the preliminary report described herein. Initials \_\_\_\_\_

**Document/Funds Delivery:** After Close of Escrow, all documents, funds and statements are to be sent to the undersigned at the addresses provided to Escrow Holder.

**Escrow General Provisions:** The parties acknowledge receipt of the Escrow General Provisions which are incorporated herein by reference.

**Funds Held Fee:** In the event funds remain in escrow for any reason more than 90 days after the Close of Escrow, or if escrow has not closed 90 days after the estimated closing date set forth in the existing escrow instructions to Escrow Holder ("Dormancy Period"), Escrow Holder will make reasonable efforts to notify the parties regarding same. If funds remain in escrow beyond the Dormancy Period, a monthly "funds held fee" of \$25.00 shall accrue for each month or fraction of a month thereafter that the funds, or any portion thereof, remain in escrow. Escrow Holder is instructed to deduct the monthly funds held fee directly from the funds held in escrow on a monthly or other periodic basis (i.e. quarterly, semi-annually, etc.). The parties agree to pay these sums to compensate Escrow Holder for administering, monitoring, accounting, reminders and other notifications and processing of the funds so held in accordance with this provision.

---

**SELLER:**

Wetsel Oviatt Lumber Co., a California corporation

\_\_\_\_\_  
By: M.D. Emmerson, Authorized Representative

**Please indicate your forwarding address and phone number:**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Home Phone: \_\_\_\_\_

Cell Phone: \_\_\_\_\_

Work Phone: \_\_\_\_\_

Email Address: \_\_\_\_\_

**BUYER:**

Amador County, a political subdivision of the State of California

\_\_\_\_\_  
By: ., Authorized Signer





**First American Title Company**

12180 Industry Blvd., Suite 53 • Jackson, CA 95642

Office Phone:(209)223-0740 Office Fax:(866)289-4694

**Buyer's Estimated Settlement Statement**

**Property:** 24144 Shake Ridge Road, Volcano, CA 95689 **File No:** 0301-4552530  
**Officer:** Renee Kirk/RK  
**Estimated Settlement Date:** 10/01/2014  
**Disbursement Date:**  
**Print Date:** 09/19/2014, 11:06 AM

**Buyer:** Amador County  
**Address:** Department of Transportation , 810 Court Street, Jackson, CA 95642  
**Seller:** The Carole J. Anselmi Trust; Peccianti Trust Dated June 15, 2011  
**Address:** 5320 Mertola Drive, El Dorado Hills, CA 95762

Charge Description	Buyer Charge	Buyer Credit
<b>Consideration:</b>		
Total Consideration	1,000.00	
<b>Deposits in Escrow:</b>		
Receipt No. 693109169 on 01/17/2014 by Amador County		500.00
Receipt No. 693110728 on 09/19/2014 by County of Amador		1,000.00
<b>Title/Escrow Charges to:</b>		
Preliminary Report to First American Title Company	500.00	
Escrow Fee to First American Title Company	515.00	
<b>Cash (X From) ( To) Buyer</b>		515.00
<b>Totals</b>	<b>2,015.00</b>	<b>2,015.00</b>

**BUYER(S):**

Amador County, a political subdivision of  
the State of California

\_\_\_\_\_  
By: ., Authorized Signer

Initials: \_\_\_\_\_



*First American Title*

First American Title Company  
12180 Industry Blvd., Suite 53  
Jackson, CA 95642  
(209)223-0740  
Fax - (866)454-5150

## SALE CLOSING ESCROW INSTRUCTIONS

To: **First American Title Company, Escrow Holder**  
**Renee Kirk, Escrow Officer**

File No.: **0301-4552530 (RK)**

Date: **September 19, 2014**

Estimated Closing Date: **October 01, 2014**

Purchase Price: **1,000.00**

Re: **24144 Shake Ridge Road, Volcano, CA 95689 ("Property")**  
**Amador County ("Buyer")**  
**The Carole J. Anselmi Trust and Peccianti Trust Dated June 15, 2011 ("Seller")**

These instructions are not intended to alter, modify or change the purchase contract and/or escrow instructions between the parties hereto, including the California Purchase Agreement and Joint Escrow Instructions ("Agreement") with any addendums/amendments thereto, for the above referenced property except with respect to the following:

**Final Approvals:** Buyer's and Seller's signatures on the estimated settlement statements to be presented to Escrow Holder prior to the close of escrow will constitute their specific acknowledgement to Escrow Holder that all conditions precedent have been released, approved and/or waived and Escrow Holder is instructed to proceed to close this escrow.

**Vesting:** Buyer directs that title to the Property be vested as follows:

**Amador County, a political subdivision of the State of California**

**Grant Deed:** Escrow Holder is instructed to complete Grant Deed over Seller's signature, if necessary, to comply with Buyer's written vesting instructions.

**Title Approval:** Buyer acknowledges receipt of a copy of the Preliminary Report issued in connection with this escrow for the above-referenced property and containing the legal description of the property which is the subject of this escrow.

Buyer approves the contemplated policy form and acknowledges that the Policy of Title Insurance shall be subject to all exceptions shown on the Preliminary Report except:

1. Delinquent general and special taxes, assessments and/or bonds
2. Voluntary and/or involuntary liens created by Seller or prior owner not assumed by Buyer
3. Deed(s) of Trust not assumed by Buyer
4. The following items which are specifically disapproved by Buyer: \_\_\_\_\_

Buyer initial(s): \_\_\_\_\_

**(Buyer: please list above the numbers of the specific exceptions on the preliminary report which are disapproved and initial.)**

The policy shall also be subject to any deeds of trust and or other voluntary liens executed by Buyer as part of this escrow.

Buyer further acknowledges that First American Title Company has not examined the public records for any involuntary liens that may be of record against the undersigned Buyer(s).

Buyer understands that, should there be any involuntary liens recorded against the Buyer at the time Buyer acquires title, these involuntary liens will become liens on the title to the property.

**Local Transfer Forms:** Buyer and Seller acknowledge that local ordinances may require the completion and submittal of certain certificates or applications in connection with the transfer of ownership of the subject property, referred to herein as "Local Transfer Forms." Buyer and Seller further acknowledge and agree that the completion and submittal of these Local Transfer Forms shall be handled outside of escrow and are not the responsibility of Escrow Holder. Specifically, Escrow Holder is not responsible for: 1) identifying or advising regarding any such requirements, 2) furnishing, completing or submitting forms, or 3) paying or disbursing any funds in connection therewith. Buyer and Seller authorize and instruct Escrow Holder to close this escrow without inquiry or concern regarding the status of any Local Transfer Forms.

In the event Escrow Holder agrees to receive any Local Transfer Forms for forwarding to other parties or governmental agencies, Escrow Holder will be performing such actions as an accommodation only, and shall have no responsibility for the sufficiency or completeness of the documents, nor any responsibility for follow up or correction of any deficiencies. If Escrow Holder has transmitted any type of filing fee on behalf of the parties by its check and the check remains un-negotiated and becomes stale-dated or is returned to Escrow Holder by the agency, the parties instruct Escrow Holder to void its check and disburse the funds to the Buyer. Any Local Transfer Forms that are returned to Escrow Holder shall also be forwarded to the Buyer.

**Estimated Settlement Statement:** Upon Close of Escrow, Escrow Holder is instructed to disburse in accordance with the executed "Estimated Settlement Statement" and the Real Estate Settlement Procedures Act, Appendix A to Part 3500 without further instruction from the parties hereto.

**Fire Insurance:** The undersigned acknowledges lender's requirement of fire insurance coverage. Insurance Agent and Company Name: \_\_\_\_\_ Phone Number: \_\_\_\_\_. Policy/Endorsement is to be supplied prior to close of escrow. Escrow holder is authorized and instructed to pay any premium due necessary to satisfy lender's requirements.

**Escrow not responsible for payment of bills:** The parties acknowledge that any charges for work or inspections on the property are solely the responsibility of the parties to this escrow. Escrow Holder will not be responsible for payment of or collection of payment from parties to this escrow for any bills submitted to escrow other than those that have been approved for payment on the Buyer's, Seller's and Borrower's settlement statements. If bills are submitted by Seller, Buyer or their agents after the settlement statements have been approved, they will be charged to the respective party as verbally instructed by the submitting party.

**Prorations:** All prorations for the Property are to be handled in escrow as reflected on the "Estimated Settlement Statement." The parties understand and agree that (1) Escrow Holder will **not** prorate municipal utilities, and (2) the transfer of the utilities must be handled by the parties outside of escrow.

**Warranty Regarding Encumbrances:** The undersigned warrant and guarantee that there are no outstanding liens or Deeds of Trust or Mortgages affecting the property, other than those shown on the preliminary report described herein. Initials\_\_\_\_\_

**Document/Funds Delivery:** After Close of Escrow, all documents, funds and statements are to be sent to the undersigned at the addresses provided to Escrow Holder.

**Escrow General Provisions:** The parties acknowledge receipt of the Escrow General Provisions which are incorporated herein by reference.

**Funds Held Fee:** In the event funds remain in escrow for any reason more than 90 days after the Close of Escrow, or if escrow has not closed 90 days after the estimated closing date set forth in the existing escrow

instructions to Escrow Holder ("Dormancy Period"), Escrow Holder will make reasonable efforts to notify the parties regarding same. If funds remain in escrow beyond the Dormancy Period, a monthly "funds held fee" of \$25.00 shall accrue for each month or fraction of a month thereafter that the funds, or any portion thereof, remain in escrow. Escrow Holder is instructed to deduct the monthly funds held fee directly from the funds held in escrow on a monthly or other periodic basis (i.e. quarterly, semi-annually, etc.). The parties agree to pay these sums to compensate Escrow Holder for administering, monitoring, accounting, reminders and other notifications and processing of the funds so held in accordance with this provision.

---

**SELLER:**

Carole J. Anselmi, Trustee of The Carole J. Anselmi Trust, dated October 26, 2005

Bruce Peccianti and Pamela G. Peccianti, Trustees of The Peccianti Trust Dated June 15, 2011

\_\_\_\_\_  
Carole J. Anselmi, Trustee

\_\_\_\_\_  
Bruce Peccianti, Trustee

\_\_\_\_\_  
Pamela G. Peccianti, Trustee

**Please indicate your forwarding address and phone number:**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Home Phone: \_\_\_\_\_

Cell Phone: \_\_\_\_\_

Work Phone: \_\_\_\_\_

Email Address: \_\_\_\_\_

**BUYER:**

Amador County, a political subdivision of the State of California

\_\_\_\_\_  
By: ., Authorized Signer

# AGENDA TRANSMITTAL FORM

To: **Board of Supervisors**

Date: September 16, 2014

From: Jon Hopkins, Dir.  
(Department Head - please type)

*Agmt*

Phone Ext. X759

<input type="checkbox"/>	Regular Agenda
<input checked="" type="checkbox"/>	Consent Agenda
<input type="checkbox"/>	Blue Slip
<input type="checkbox"/>	Closed Session
Meeting Date Requested:	
<del>09/23/14</del> <u>10/7/14</u>	

Department Head Signature *[Signature]*

Agenda Title: Award RFP No. 14-15 Site Connectivity Services

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

Please see the attached memorandum.

Recommendation: 1) Award RFP 14-15 Site Connectivity Services to Volcano Vision, Inc. in an amount not to exceed \$6,755.00 per month, and 2) Approve the attached services agreement.

Recommendation/Requested Action:  
See above recommendation.

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

Staffing Impacts N/A

Is a 4/5ths vote required? Yes  No

Contract Attached: Yes  No  N/A

Resolution Attached: Yes  No  N/A

Ordinance Attached: Yes  No  N/A

Comments: Attachments - Bid Tabulation, Score Sheet, Agreement, Volcano Vision, Inc. Proposals

Request Reviewed by:

Chairman *[Signature]* Counsel *[Signature]*

Auditor *[Signature]* GSA Director *[Signature]*

Risk Management *[Signature]*

Information Technology-Jeff White *Risk*

### FOR CLERK USE ONLY

Time 9 a.m. Item # 40

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

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

Ordinance \_\_\_\_\_

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

## SERVICES AGREEMENT

THIS SERVICES AGREEMENT (this "Agreement") is entered into as of \_\_\_\_\_, 2014 by and between the COUNTY OF AMADOR, a political subdivision of the State of California (the "County") and Volcano Vision, Inc., a California corporation (the "Contractor").

### RECITALS

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

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

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

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

1. SERVICES TO BE RENDERED BY CONTRACTOR. Upon written request by County's Director of Information Technology, Contractor will provide communication infrastructure and site connectivity services to the Amador County office locations referred by the Director of Information Technology (the "Service"). The Service is more particularly described on **Attachment A** attached and incorporated by this reference. Contractor shall provide the Service in compliance with all statutes, ordinances, regulations and requirements of federal, state and local governing bodies applicable to the performance of the Service.
2. SERVICES TO BE RENDERED BY COUNTY. County agrees to compensate Contractor in return for performance of the Service as set forth in this Agreement.
3. CHANGES IN SCOPE OF SERVICES. Only the Amador County Board of Supervisors has the authority to agree to any extension of time, change order, change in the scope of work, change in the contract price, or other term or condition affecting either Contractor's or County's duties set forth herein. Adjustments in compensation, if any, shall be determined through negotiation between the parties to the Agreement and are subject to approval by the Board of Supervisors. Contractor acknowledges that no County staff person or County officer other than the Board of Supervisors has the power to amend the terms and conditions of this Agreement. Any change not so authorized in advance in writing by the Board of Supervisors shall be null and void.
4. TERM; EARLY TERMINATION OF AGREEMENT. This Agreement shall commence on the date of execution by County and shall terminate on December 31, 2019. The County may, after five (5) business days' written notice to Contractor and an opportunity to cure, terminate this Agreement with immediate effect in the event Contractor or any of its employees or subcontractors materially fails to provide, in any manner, the services required under this Agreement or otherwise materially

fails to comply with the terms of this Agreement. In the case of such early termination, Contractor shall be paid for all services satisfactorily rendered up to the effective date of termination, up to the maximum fee prescribed for any task.

5. COMPENSATION TO CONTRACTOR; PAYMENT.

5.1 Contractor shall be paid for services rendered in accordance with the cost proposal set forth on **Attachment B** attached and incorporated by this reference. In no event shall compensation to Contractor exceed for any portion of the Service the amounts set forth on **Attachment B**.

5.2 Contractor shall submit monthly invoices no later than thirty (30) days after the last day of the month in which services were rendered. The invoices shall include a detailed description of the services provided during that month.

6. SUPERVISION OF THE WORK.

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

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

6.3 A subcontractor ("Subcontractor") is a person or organization that has a direct contract with Contractor to perform any of the Service. Contractor agrees that it is as fully responsible to County for the acts and omissions of Subcontractors and of persons either directly or indirectly employed by Contractor as it is for the acts and omissions of persons directly employed by it. Nothing contained in this Agreement or any other document associated with the performance of the work shall create any contractual relation between any Subcontractor and County.

6.4 Contractor agrees to bind every Subcontractor and every Subcontractor agrees to be bound by the terms of this Agreement as to that portion of the Service performed by Subcontractor, unless specifically noted to the contrary in a subcontract approved in writing by County. Subcontractor agrees to be bound to the Contractor by the terms of this Agreement and to assume toward Contractor all of the obligations and responsibilities that the Contractor assumes toward County. Contractor agrees to be bound to the Subcontractor by all of the obligations that County assumes to Contractor under this Agreement as to the portion of the Service performed by Subcontractor.

7. CONFERENCES, VISITS TO SITE, INSPECTION OF WORK. In the event it should become necessary for the State or County to hold any conference or visit any site involved in the communication connectivity, Contractor shall cooperate fully with the parties involved and shall arrange for qualified representatives of Contractor,



upon request of County, to attend any such conference or visit to the site as a part thereof.

8. ASSIGNMENTS. Neither party may assign, sublet, or transfer its interest in this Agreement without the written consent of the other.
9. CONTRACTOR NOT EMPLOYEE OF COUNTY. It is understood that neither Contractor nor any employee of Contractor is acting hereunder as an employee of County, but solely as an independent contractor. Contractor, by virtue of this Agreement, has no authority to bind or incur any obligation on behalf of County. Except as expressly provided in this Agreement, Contractor has no authority or responsibility to exercise any rights or power vested in County. It is understood by both Contractor and County that this Agreement shall not under any circumstances be construed or considered to create an employer-employee relationship or a joint venture.
10. LICENSES, PERMITS, ETC; SANCTIONED EMPLOYEES.
  - 10.1 Contractor represents and warrants to County that it and all of its employees providing services under this Agreement have all licenses, permits, qualifications, and approvals of whatsoever nature that are legally required for Contractor to practice its profession and to perform the Service. Contractor represents and warrants to County that Contractor shall, at its sole cost and expense, keep in effect at all times during the term of this Agreement any license, permits, and approvals that are legally required for Contractor and its employees to practice its profession and perform the Service. Contractor further represents and warrants to County that any Subcontractor engaged by Contractor to perform a portion of the Service shall similarly possess all licenses, permits, qualifications, and approvals of whatsoever nature that are legally required for the Subcontractor to perform the portion of the Service that is the subject of the subcontract at issue.
  - 10.2 Contractor shall immediately notify County in the event Contractor or any of its employees, volunteers, interns, subcontractors or providers retained in any capacity by Contractor is under investigation by a licensing board, is found to be in violation of any rules or regulations of the licensing board, or is the subject of a disciplinary action.
  - 10.3 Contractor shall not employ in any capacity or retain as a subcontractor any individual or entity that is listed on either the Suspended and Ineligible Contractor List published by the California Department of Health Services, or any debarment list published by the Federal Office of the Inspector General with regard to Medicaid or Medicare programs. Contractor shall periodically review any such lists to confirm the status of Contractor's then current employees or subcontractors. If Contractor does employ or subcontract with an individual or entity on any such lists, Contractor shall be fully responsible for any associated penalties, sanctions, losses or damages that may be imposed on County therefor.

## 11. INSURANCE.

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

11.1.1 Commercial General Liability Insurance - Commercial General Liability Insurance is required with limits of not less than One Million Dollars (\$1,000,000) limit per Occurrence and Two Million Dollars (\$2,000,000) Aggregate, covering bodily injury and property damage, including volunteer excess medical coverage. Policy should also include endorsements for the following coverage: premises, personal injury, and blanket contractual coverage. General Liability should be on an Occurrence Form and not on a Claims Made or Modified Occurrence Form.

Commercial General Liability policy shall be endorsed to name the County of Amador, its officers, officials, employees, and volunteers as an additional insured, but only insofar as the operations under this agreement are concerned.

11.1.2 Automobile Liability Insurance - Automobile Liability Insurance on owned, non-owned and hired autos of not less than One Million Dollars (\$1,000,000) combined single limit per accident for bodily injury and property damage is required in the event motor vehicles are used in the course of this agreement. Automobile Liability Policy shall be endorsed to name the County of Amador, its officers, officials, employees and volunteers as an additional insured, but only insofar as the operations under this agreement are concerned.

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

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

11.3 Certificates of insurance must include the following provisions:

11.3.1 The insurer will not cancel the insurance coverage without 30 days' prior written notice to the County; and

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

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

11.5 Contractor shall require each of its subcontractors to provide insurance meeting the requirements of this section, including naming County of Amador and its respective officers, officials, employees, representatives and agents as additional insured.

11.6 Contractor shall be responsible for payment of any deductible contained in any insurance policy required under this Agreement and Contractor shall also be responsible for payment of any self-insured retention. Any deductible or self insured retention must be declared to, and approved by County's Risk Manager, either (i) Contractor's insurer shall reduce or eliminate such deductible or self-insured retention as respects the County, its officers, officials, employees, representatives or agents; or (ii) Contractor shall provide a financial guarantee, satisfactory to County's Risk Manager, guaranteeing payment of losses and related investigations, claim administration, and defense expenses.

12. WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY INSURANCE In accordance with the provisions of Article 5, Chapter 1, Part 7, Division 2 (commencing with Section 1860), and Chapter 4, Part 1, Division 4 (commencing with Section 3700), of the Labor Code of the State of California, Contractor is required to secure the payment of compensation to his employees and for all persons whom Contractor may employ in carrying out the Service as required by applicable law. Workers' Compensation is \$1,000,000 limit each accident and Workers' Compensation policy shall include Employers' Liability Insurance with limits of at least \$1,000,000 each accident for bodily injury by accident, \$1,000,000 policy limit for bodily injury by disease, and \$1,000,00 each employee for bodily injury by disease. Contractor is aware of the provisions of Section 3700 of the Labor Code which requires every employer to be insured against liability for workers' compensation or to permissibly self-insure in accordance with the provisions before commencing the performance of the services of this Agreement. The Workers' Compensation policy shall contain or be endorsed to contain a waiver of subrogation against the County, its officers, employees, representatives or agents.

13. INDEMNIFICATION. Contractor agrees to indemnify, defend (upon request of County) and hold harmless County and County's agents, board members, elected and appointed officials and officers, employees, volunteers and authorized representatives from any and all losses, liabilities, charges, damages, claims, liens, causes of action, awards, judgments, costs, and expenses (including, but not limited to, reasonable attorney's fees of County Counsel and counsel retained by County, expert fees, costs and staff time, and investigation costs) of whatever kind or nature arising out of or related to the Contractor's performance of this Agreement (collectively "Claims"), that arise out of or are in any way connected with any negligent error, act or omission of Contractor or Contractor's officers, agents, employees, independent contractors, subcontractors, or authorized representatives, unless resulting from the sole negligence, active negligence, or willful misconduct of an indemnified party. Without limiting the generality of the foregoing, the same shall include injury or death to any person or persons; damage to any property, regardless of where located, including the property of County; and any workers' compensation claim or suit arising from or connected with any services performed pursuant to this Agreement on behalf of Contractor by any person or entity; provided, however, that Contractor shall not be liable hereunder for indirect, incidental, consequential, or special damages, including (without limitation) damages for lost profits or missed opportunities, regardless of the form of action, whether in contract, indemnity, warranty, strict liability, or tort.

14. RETENTION OF RECORDS. Pursuant to Government Code section 8546.7, the performance of any work under this Agreement is subject to the examination and audit of the State Auditor at the request of County or as part of any audit of County for a period of three years after final payment under the Agreement. Each party hereto shall retain all records relating to the performance of the Service and the administration of the Agreement for three years after final payment hereunder.

15. NON-DISCRIMINATION; CULTURAL COMPETENCY; RESIDENCY.

15.1 Contractor shall provide all services under this Agreement without discrimination, and shall not discriminate against any employee or applicant for employment, on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, sex, age, or sexual orientation. Contractor will comply with Section 1735 of the Labor Code and all provisions of Executive Order No. 10925 of March 6, 1961, as amended, and all rules, regulations and relevant orders of the President's Committee on Equal Opportunity created thereby. Contractor shall also comply with the California Fair Employment and Housing Act (Government Code, Section 12900 and following).

15.2 Contractor shall provide culturally sensitive services and language interpretation to County beneficiaries when necessary to insure the provision of culturally competent treatment services.

15.3 County residency is a basic eligibility requirement for services rendered under this Agreement; however, transients referred by County in an emergency or persons in involuntary status may also be provided services if requested by County and approved by Contractor.

16. CONFLICT OF INTEREST. Contractor warrants and represents that it presently has no interest and covenants that it will not acquire any interest, direct or indirect, that represents a financial conflict of interest under state law or that would otherwise conflict in any manner or degree with the performance of the Services. Contractor further agrees that in the performance of this Agreement no person having any such interest shall be employed by Contractor.
  
17. ALCOHOL-FREE AND DRUG-FREE WORKPLACE POLICY. Contractor acknowledges that it has obtained and read a copy of the County's policy regarding alcohol free and drug free workplace available for review at: <http://www.amadorgov.org/Policies>, which is hereby made a part of and incorporated herein by reference into this Contract. Contractor shall execute the policy acknowledgment attached hereto as **Attachment C**.
  
18. CONTRACT EXECUTION. Each individual executing this Agreement on behalf of Contractor represents that he or she is fully authorized to execute and deliver this Agreement. If Contractor is a corporation, limited liability company, or general or limited partnership, Contractor shall, within thirty (30) days after execution of this Agreement, deliver to County a certified copy of a resolution of the Board of Directors or partner or member authorization of Contractor authorizing or ratifying the execution of this Agreement.
  
19. CONSTRUED PURSUANT TO CALIFORNIA LAW; VENUE. The parties hereto agree that the provisions of this Agreement will be construed pursuant to the laws of the State of California. Venue for all litigation relative to the formation, interpretation and performance of this Agreement shall be in Amador County, California.
  
20. INCORPORATION OF AGREEMENTS AND AMENDMENTS. This Agreement contains all agreements of the parties with respect to any matter mentioned herein. No other Agreement or understanding pertaining to any such matter shall be effective, unless in writing signed by the party to be charged. This Agreement may be modified by the parties hereto only in writing and signed by both parties.
  
21. SEVERABILITY. The invalidity of any provision of this Agreement, as determined by a court of competent jurisdiction, shall in no way affect the validity of any other provision hereof.

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22. TIME OF ESSENCE. Time is hereby expressly declared to be the essence of this Agreement and of each and every provision thereof, and each such provision is hereby made and declared to be a material, necessary, and essential part of this Agreement.

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

COUNTY OF AMADOR

CONTRACTOR:  
Volcano Vision , a California corporation

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

BY: Sharon J Lundgren  
Signature  
Name: Sharon J Lundgren  
Title of Officer: President  
Federal ID No: 68-0033127

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

ATTEST:  
JENNIFER BURNS, CLERK OF THE  
BOARD OF SUPERVISORS

BY: MA  
Gregory Gillott  
County Counsel

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

## **ATTACHMENT A – SCOPE OF WORK**

### **SERVICES**

1. Includes all services specified in the County of Amador RFP Number 14-15 Site Connectivity and;

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2. Volcano Vision Inc.'s proposal dated August 28, 2014 and;
3. A total of 25 static IP addresses and;
4. This agreement.

**ATTACHMENT B – COST PROPOSAL**

Expenses	Narrative	Totals
<b>Installation (No charge)</b>		
	Court Street site	\$0.00
	Airport Road site	\$0.00
	Conductor Blvd site	\$0.00
	Sutter Street site	\$0.00
	New York Ranch Road site	\$0.00
	<b>Total Installation Cost</b>	\$0.00
<b>Monthly Site Connectivity Costs</b>		
	Court Street site	\$1,150.00
	Airport Road site	\$1,150.00
	Conductor Blvd site	\$1,150.00
	Sutter Street site	\$1,150.00
	New York Ranch Road site	\$1,150.00
	<b>Total Connectivity Cost</b>	\$5,750.00
<b>Monthly Internet Connection Cost</b>		
	Court Street Site	\$1,005.00
	<b>Total Connectivity Cost</b>	\$1,005.00
	<b>TOTAL MONTHLY BUDGET</b>	\$6,755.00

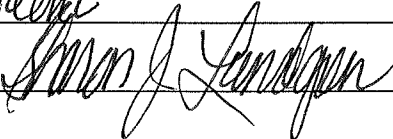


**ATTACHMENT C – ALCOHOL POLICY**

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

The undersigned, authorized signatory for **Volcano Vision, Inc.**, a California corporation (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 41U.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 “C” 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: 68-0033127  
Printed Name: Sharon J Lundgren Date 9/29/14  
Title: President  
Signature: 

# AGENDA TRANSMITTAL FORM

To: **Board of Supervisors**

Date: September 24, 2014

*M. Agmt*

From: Jon Hopkins, Director  
(Department Head - please type)

Phone Ext. X759

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

Meeting Date Requested:  
10/07/14

Department Head Signature \_\_\_\_\_

Agenda Title: Bid ITB 14-21 Landfill Leachate Line Improvements

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

On Thursday September 11, at 1:30 PM Amador County Invitation to Bid ITB 14-21 were received, opened and read publicly for the Landfill Leachate Line Improvements Project. The following bids were received:

- 1) Blue Flame Crew West in Danville - \$45,000.00
- 2) Ford Construction Co. Inc. in Lodi - \$31,375.00
- 3) SCS Field Services in Modesto - \$31,900.00
- 4) TNT Industrial in Sacramento - \$47,160.00

Recommendation: 1) Award Bid No. ITB 14-21 to Ford Construction Co. Inc. for Landfill Leachate Line Improvements in the amount of \$31,375.00 and; 2) Approve the attached construction contracts.

Recommendation/Requested Action:

See above.

Fiscal Impacts (attach budget transfer form if appropriate)

Staffing Impacts N/A

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

Committee Review?

N/A

Name \_\_\_\_\_

Committee Recommendation:

Comments: Bid Tabulation Form

Request Reviewed by:

Chairman *JH*

Counsel *EG*

Auditor *EL*

GSA Director *HP*

CAO *JH*

Risk Management \_\_\_\_\_

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

GSA-Jon Hopkins; Waste Management-Jim McHargue *Risk*

### FOR CLERK USE ONLY

Meeting Date October 7, 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 \_\_\_\_\_

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

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

Department \_\_\_\_\_  
For meeting \_\_\_\_\_  
of \_\_\_\_\_

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



Ford Recv'd SEP 25 2014

## CONSTRUCTION CONTRACT

THIS CONSTRUCTION CONTRACT is made this \_\_\_\_\_ day of \_\_\_\_\_, 2014, by and between **FORD Construction Company Inc.**, a California corporation, whose place of business is at **639 E. Lockeford, Lodi, CA 95240**, ("Contractor") and the County of Amador, a political subdivision of the State of California ("County").

WHEREAS, County awarded to Contractor the following contract:

### **Bid No. 14-21: LANDFILL LEACHATE LINE IMPROVEMENTS**

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

#### **Article I. The Work**

- 1.1 Contractor shall provide, furnish and perform all necessary permitting and support services, construction, clean-up, and all other services of any type, provide and furnish all necessary supplies, materials and equipment (except those to be provided by County, if any) and all necessary supervision, labor, and services required for the complete construction and all necessary installation, start-up and testing required for **Bid No. 14-21 for the LANDFILL LEACHATE LINE IMPROVEMENTS**, as more particularly described in the Contract Documents (hereinafter, the all-inclusive obligations of Contractor set forth in this sentence shall be referred to as the "Work"). The Work shall be done and the materials furnished in accordance with the Specifications (defined below).
- 1.2 Contractor has reviewed the Specifications and represents that:
  - a) If the Work is performed in accordance therewith, the Work shall have been constructed in accordance with all applicable federal, state, county, and municipal laws, codes, and regulations, including but not limited to, all applicable building codes, Bid documents and Information, all other applicable specifications; and
  - b) The Specifications are sufficiently complete and detailed to permit Contractor to perform the entire Work on the basis of the Specifications and matters reasonably inferable there from for the Contract Price (defined below).
- 1.3 If at any time during the process of the Work County desires to add to, alter, deviate from, or make omissions from the work to be performed under the Specifications, County shall be at liberty to do so and the same shall in no way affect or make void this Contract. Any such alterations, deviations, or omissions that decrease the cost of the Work shall be evaluated on a lump-sum basis and this amount shall be deducted from the Contract Price. Any such additions, alterations, deviations, or omissions that increase the cost of the Work shall be evaluated on a lump-sum basis, the amount thereof to be agreed on in writing before execution of that portion of the Work, and the amount thereof shall be added to the Contract Price. Any increase or decrease in Contract Time due to such additions, alterations, deviations, or omissions shall be added to or subtracted from the Completion Date (defined below). This Contract shall be held to be completed when the Work is finished in accordance with the Specifications, as amended by such changes.

## Article II. Contract Time

- 2.1 Contractor shall begin the Work within **five (5)** working days after receipt of a Notice to Proceed from the Project Manager (defined below), and shall diligently prosecute the Work to completion in strict accordance with Contract Documents.
- 2.2 Contractor shall carry out the Work at all times with the greatest possible dispatch and complete the entire Work under this Contract within **twenty-one (21)** working days of the Notice to Proceed. If Contractor fails to complete the Work by the Completion Date, then Contractor shall pay to County the cash sum of \$1,500.00 per day for each day beyond the Completion Date that the work remains uncompleted.

## Article III. Contract Price

- 3.1 County shall pay Contractor for performance of the Work the sum of **Thirty-One Thousand Three Hundred Seventy-Five Dollars and No Cents (\$31,375.00)**, subject to additions and deductions as provided in this Contract (the "Contract Price").
- 3.2 The Contract Price is all inclusive and includes all Work; all federal, state, and local taxes on materials and equipment, and labor furnished by Contractor, its subcontractors, sub consultants, architects, engineers, and vendors or otherwise arising out of Contractor's performance of the Work, including any increases in any such taxes during the term of this Contract; and any duties, fees, and royalties imposed with respect to any materials and equipment, labor or services. The taxes covered hereby include (but are not limited to) occupational, sales, use, excise, unemployment, FICA, and income taxes, customs, duties, and any and all other taxes on any item or service that is part of the Work, whether such taxes are normally included in the price of such item or service or are normally stated separately. Notwithstanding the foregoing, each party shall bear such state or local inventory, real property, personal property or fixtures taxes as may be properly assessed against it by applicable taxing authorities. No payment at premium rates for overtime, Sunday, or holiday work shall be included in Contractor's bills to County unless specifically authorized in advance in writing by County. Unit prices stated in the Contract shall be used to compute adjustments of the Contract Price for approved Unit Price items of the work. Such adjustments will be made by change order.
- 3.3 Progress payments on account of the Contract Price shall be made as follows:
  - a) County shall make progress payments approximately every 30 days as the work proceeds, on estimates made by County of the percentage of the Work accomplished that meets the standards of quality established under the Contract, as approved by the Project Manager.
  - b) Before the first progress payment, Contractor shall furnish, in such detail as requested by the Project Manager, a breakdown of the Contract Price showing the amount for each principal category of the work, in order to provide a basis for determining progress payments. The breakdown shall be approved by the Project Manager. If the contract covers more than one project, Contractor shall furnish a separate breakdown for each.
  - c) County shall retain five (5) percent of the amount of progress payments until completion and acceptance of all work under the Contract.

- d) All material and work covered by progress payments made shall, at the time of payment become the sole property of County, but this shall not be construed as (1) relieving Contractor from the sole responsibility for all material and work upon which payments have been made or the restoration of any damaged work; or (2) waiving the right of County to require the fulfillment of all of the terms of the Contract.
- e) County shall make the final payment to Contractor under this Contract after (1) completion and final acceptance of all Work, and (2) presentation of release of all claims against county arising by virtue of this Contract, other than claims, in stated amounts, that Contractor has specifically excepted from the operation of the release, in the form attached as **Attachment "A."**
- f) Prior to making any payment, the Project Manager may require Contractor to furnish lien releases, receipts or other evidence of payment from all persons performing work and supplying material to Contractor. If so required, Contractor shall use the lien release forms attached hereto as **Attachment "B-1" through "B-6."**

3.4 Pursuant to Public Contract Code section 22300, at the request and expense of Contractor, securities equivalent to the amount withheld may be deposited by Contractor with the County, State Treasurer or with a state or federally chartered bank as the escrow agent, who shall release such securities to Contractor upon satisfactory completion of the Contract. Alternatively, Contractor may request, pursuant to Public Contract Code section 22300, that payment of retentions be made directly to the escrow agent. Contractor shall receive the interest earned on the investments upon the same terms provided for in section 22300 for securities deposited by the Contractor. Upon satisfactory completion of the Contract, Contractor shall receive from the escrow agent all securities, interest and payments received by the escrow agent from the County.

#### **Article IV. Project Manager**

4.1 The Project Manager shall be County's Director of General Services or his or her designee. The Project Manager shall have the authority to stop work immediately on the job if hazardous or detrimental conditions are suspected, and shall represent County in all matters pertaining to this Contract except where approval by the Board of Supervisors is specifically required.

#### **Article V. Contractor's Representations and Warranties**

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

- 5.1 Contractor has visited the sites and has examined thoroughly and understood the nature and extent of the Work, locality, actual conditions, as built conditions, and all local conditions and federal, state and local laws and regulations that in any manner may affect cost, progress, performance or furnishing of Work or which relate to any aspect of the design and the means, methods, techniques, sequences or procedures of construction to be employed by Contractor and safety precautions and programs incident thereto.
- 5.2 Contractor has considered the physical conditions at or contiguous to the sites or otherwise that may affect the cost, progress, performance or furnishing of the Work, as Contractor considers

necessary for the performance or furnishing of the Work at the Contract Price, within the Contract Time and in accordance with the other terms and conditions of Contract Documents.

#### **Article VI. Contract Documents**

- 6.1 The Contract Documents comprise the entire agreement between County and Contractor concerning the Work, and consist of the following, each of which is on file in the office of the General Services Administration. All Contract Documents relating to this project are hereby made a part of and incorporated herein by reference into this Contract. The Contract Documents include:
- a) Invitation to Bid No. 14-21.
  - b) Construction Contract including attachments A through E.
- 6.2 There are no Contract Documents other than those listed above in this Article VI. The Contract Documents may only be amended, modified or supplemented by the Board of Supervisors.

#### **Article VII. Warranty of the Work**

All Work that is unsatisfactory to County in County's reasonable judgment shall be immediately repaired, removed, and replaced with Work of a quality approved by County, without additional compensation to Contractor. Contractor guarantees that the Work will be free from faulty materials or workmanship. Upon receiving notification from County, Contractor agrees to remedy, repair, or replace, immediately, without cost to County and to County's satisfaction, all defects, damages, or imperfections appearing in the work within a period of **twelve (12)** months after the date of final completion and acceptance by Project Manager of the Work. Contractor will continuously clean the jobsite and grounds around the jobsite, and keep it in a safe, orderly, and neat condition. At the completion of the Work, the jobsite will be left in a broom-clean condition.

#### **Article VIII. Insurance**

- 8.1 Within **five (5)** business days of award of the Bid to Contractor, Contractor shall furnish to County satisfactory proof that Contractor has taken out for the entire period covered by the Contract the following insurance with an insurance carrier satisfactory to County:
- a) Commercial Liability Insurance with \$1,000,000 limit each occurrence with a \$2,000,000 aggregate for Bodily Injury and Property Damage, including contractual liability, explosion, collapse and underground (XCU), broadform property damages, County's and Contractor's protective, and completed operations coverages. Commercial Liability Insurance shall be issued on an "occurrence" form and not under a "claims made" or "modified occurrence" commercial liability form.
  - b) Commercial Automobile Liability Insurance with \$1,000,000 combined single limit each person Bodily Injury, and Property Damage, including coverage for owned, non-owned and hired vehicles.
  - c) Workers' Compensation and Employers' Liability Insurance for all persons whom Contractor may employ in carrying out the Work as required by applicable law. Workers' Compensation is \$1,000,000 limit each accident and

Workers' Compensation policy shall include Employers' Liability Insurance with limits of at least \$1,000,000 each accident for bodily injury by accident, \$1,000,000 policy limit for bodily injury by disease, and \$1,000,000 each employee for bodily injury by disease.

- 8.2 Contractor shall furnish a certificate of insurance satisfactory to the Amador County Office of Risk Management, 810 Court Street, Jackson, CA 95642-9534 as evidence that the insurance required above is being maintained. Contractor agrees that the insurance required above shall be in effect at all times during the term of this Contract. In the event said insurance coverage expires at any time or times during the term of this contract, Contractor agrees to provide at least **thirty (30)** days prior to said expiration date, a new certificate of insurance evidencing insurance coverage as provided for herein for not less than the remainder of the term of this Agreement, or for a period of not less than one year. **Certificates of insurance must be on file prior to beginning the Work** with the Office of Risk Management, Amador County, 810 Court Street, Jackson, CA 95642.
- 8.3 Certificates of insurance must include the following provisions:
- a) The insurer will not cancel the insurance coverage without **thirty (30)** day prior written notice to the County; and
  - b) Commercial Liability Insurance and Commercial Automobile Liability Policies shall be endorsed to name the County of Amador, its officers, officials, employees, representatives and agents are included as additional insured, but only insofar as the operations under this Agreement are concerned.
  - c) Contractor's insurance coverage shall be primary insurance as respects the County, its officers, officials, employees and volunteers. Any insurance or self-insurance maintained by the County, its officers, officials, employees, representatives or agents shall be in excess of the Contractor's insurance and shall not contribute with it.
- 8.4 Contractor shall require each of its subcontractors to provide insurance meeting the requirements of this section, including naming County of Amador and its respective officers, officials, employees, representatives and agents as additional insureds.

#### **Article IX. Bonds**

- 9.1 Within five (5) business days following award of the Bid to Contractor, Trade Contractor must file with County the following bonds:
- a) Corporate surety bond, in the form of **Attachment C** to this Contract, in a sum not less than 100 percent of the Contract Price, to guarantee faithful performance of Contract ("Performance Bond").
  - b) Corporate surety bond, in the form of **Attachment D** to this Contract, in a sum not less than 100 percent of the Contract Price, to guarantee payment of wages for services engaged and of bills contracted for materials, supplies, and equipment used in performance of Contract ("Labor and Material Bond").



- 9.2 Corporate sureties on these bonds and on bonds accompanying Proposals must possess a minimum rating from A. M. Best Company of A- VII; be listed as an acceptable surety on federal bonds by the United States Department of the Treasury, subject to the maximum amount shown in the listing; and be an admitted carrier in California with a valid surety license.
- 9.3 The Contract Price, as used to determine amounts of bonds, shall be the total amount fixed in the Contract for performance of the Work (or corrected total if errors are found).
- 9.4 For increases in the Contract Price by Change Orders, or otherwise, which in the aggregate equal or exceed ten percent (10%) of the Contract Price, and for all such subsequent increases in the Contract Price thereafter, Contractor shall submit to County, through Project Manager, evidence of additional bond coverage for such increases in the Contract Price. Contractor shall be compensated for such additional bond coverage.
- 9.5 If the successful bidder fails to sign and return to the Director of General Services Administration the Contract, and furnish the bonds in the sums specified in the Contract Documents with a surety satisfactory to **County Risk Manager** within **five (5)** days following the award of the Bid, County may, at its option, determine that the bidder has abandoned the Contract, and thereupon the bid and the acceptance thereof shall be null and void, and the security accompanying the bid or the Contract shall be forfeited and become the property of County of Amador.
- 9.6 During the period covered by the Contract, if any of the sureties upon the bonds shall become insolvent or unable, in the opinion of County, to pay promptly the amount of such bonds to the extent to which surety might be liable, Contractor, within thirty (30) days after receiving written notice, shall provide supplemental bonds or otherwise substitute another and sufficient surety approved by County in place of the surety becoming insolvent or unable to pay. If Contractor fails within such thirty (30) day period to substitute another and sufficient surety, Contractor shall, if County so elects, be deemed to be in default in the performance of its obligations hereunder and upon its bid and performance bonds, and County, in addition to any and all other remedies, may terminate the Contract, bring suit or other proceedings against Contractor and the sureties, or may take such other actions as County may deem necessary to protect itself against any potential default by the surety.

#### **Article X. Work Stoppage; Termination**

- 10.1 If Contractor at any time during the progress of the work refuses or neglects, without the fault of County, to supply sufficient materials or workers to continue or complete the Work for a period of more than two (2) calendar days after having been notified in writing by County to furnish them, County shall have the power to terminate this Contract or furnish and provide such materials and workers as are necessary to finish the work, and the reasonable expense thereof shall be deducted from the Contract Price.
- 10.2 County shall have the right at any time, when in its reasonable opinion Contractor is not in good faith carrying out the terms of this Contract, by a written notice delivered to Contractor, to require contractor to discontinue all Work under this Contract, and Contractor shall then discontinue the Work and County shall have the power to contract for completion of the work or to complete the Work itself, and to charge the cost and expense to Contractor. The expense so charged shall be deducted and paid by County out of money that either may be due or may at any time thereafter become due to Contractor under this Contract. County shall pay Contractor

the lesser of the reasonable value of the Work completed by Contractor to the date of the notice to discontinue the work or the portion of the Contract Price allocable thereto.

- 10.3 County shall have the right at any time, for its own convenience, to discontinue permanently the Work being done under this Contract by sending a written notice to Contractor to do so, and Contractor shall then discontinue the Work. In this event, Owner shall pay to Contractor the full amount (including retention) to which Contractor shall be entitled for all Work done by Contractor up to the time of such discontinuance.

### **Article XI. Additional Federal Requirements**

Not used

### **Article XII. Miscellaneous**

- 12.1 It is understood and agreed that in no instance is any party, signing this Contract for or on behalf of County or acting as an employee or representative of County, liable on this Contract, or upon any warranty of authority, or otherwise, and it is further understood and agreed that liability of County is limited and confined to such liability as authorized or imposed by the Contract Documents or applicable law.
- 12.2 The successful bidder shall not discriminate against any employee or applicant for employment because of race, creed, color, national origin or ancestry, physical handicap, mental condition, marital status or sex. Contractor will comply with Section 1735 of the Labor Code and all provisions of Executive Order No 10925 of March 6, 1961, as amended, and all rules, regulations and relevant orders of the President's Committee on Equal Opportunity created thereby. Contractor shall also comply with the California Fair Employment and Housing Act (Government Code, Section 12900 and following).
- 12.3 Contractor Consultant acknowledges that it has obtained and read a copy of the County's policy regarding alcohol free and drug free workplace, available for review at: <http://www.amadorgov.org/Policies>, which is hereby made a part of and incorporated herein by reference into this Contract. Consultant shall execute as the policy acknowledgment attached hereto as **Attachment E**.
- 12.4 All material resulting from removal work, except as specified otherwise, shall become the property of Contractor and shall be disposed of in accordance with Federal, State and local regulations and the Contract Documents.
- 12.5 This Contract shall not be assigned nor shall any work to be performed herein by Contractor or Subcontractor or money due or to become due be assigned without express written consent by the Board of Supervisors of Amador County.
- 12.6 Contractor shall indemnify, defend (upon the request of County) and hold harmless County and County's agents, board members, elected and appointed officials and officers, employees, volunteers and authorized representatives from any and all losses, liabilities, charges, damages, claims, liens, causes of action, awards, judgments, costs, and expenses (including, but not limited to, reasonable attorney's fees of County Counsel and counsel retained by County, expert fees, costs and staff time, and investigation costs) of whatever kind or nature (collectively "Claims"), that arise out of or are in any way connected with the performance of this Contract by Contractor or Contractor's officers, agents, employees, independent contractors,

subcontractors, or authorized representatives, except where caused by the sole negligence, active negligence or willful misconduct of County. Without limiting the generality of the foregoing, the same shall include injury, or death to any person or persons, damage to any property, regardless of where located, including the property of County, and any workers' compensation claim or suit arising from or connected with any services performed pursuant to this Contract on behalf of Contractor by any person or entity.

- 12.7 ~~In entering into a public contract or a subcontract to supply goods, services or materials pursuant to a public contract, Contractor or subcontractor offers and agrees to assign to the awarding body all rights, title and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. § 15) or under the Cartwright Act, (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, services or materials pursuant to the public works contract or the subcontract. This assignment shall be made and become effective at the time County tenders final payment to Contractor, without further acknowledgment by the parties.~~
- 12.8 The Work is a “public works” as defined in the California Labor Code, for which payment of prevailing wages is required. Copies of the general prevailing rates of per diem wages for each craft, classification, or type of worker needed to execute the Contract, as determined by Director of the State of California Department of Industrial Relations, are available on file at County office, and shall be made available to any interested party on request.
- 12.9 Pursuant to Government Code section 8546.7, the performance of any work under this Contract is subject to the examination and audit of the State Auditor at the request of County or as part of any audit of County for a period of three years after final payment under the Contract. Each party hereto shall retain all records relating to the performance of the Work and the administration of the Contract for three-years after final payment hereunder.
- 12.10 Pursuant to Labor Code section 1813, Contractor shall pay a penalty of Twenty-Five Dollars (\$25) per day for each worker employed on the Work for more than eight hours in any one calendar day or forty hours in any calendar week unless overtime compensation is paid in conformance with the provisions of the Labor Code.
- 12.11 Claims under this Contract are subject to the claims resolution procedures set forth in Public Contracts Code section 20104 *et seq.* These procedures require, among other items, that (i) the claim must be filed in writing with substantiating documentation before the date of final payment; (ii) County must respond in writing within 45 days if the claim is less than \$50,000 or 60 days if the claim is in excess of \$50,000 up to \$375,000; (iii) if the claim is not resolved, Contractor may demand an informal conference to meet and confer for settlement of the issues in dispute; and (iv) if the issues are not resolved after the informal conference, Contractor may file a claim as provided in Government Code section 900 *et seq.*
- 12.12 This Contract may be amended only by written agreement executed by both County and Contractor. Notwithstanding the foregoing, County may issue change orders in conformance with this Contract. Alterations, modifications or extras (“modifications”) that result in a change in the Contract Price or Completion Date, or both, shall be effected by a written change order that has been approved by Project Manager for amounts not to exceed \$7,500 per modification of the Contract Price. Modifications for amounts exceeding \$7,500 up to \$25,000 per change may be approved and signed by the County Administrative Officer. Modifications in excess of those amounts for individual change orders, or any change order that in the aggregate with other

change orders exceeds 10% of the Contract Price, must be approved by the Board of Supervisors.

12.13 In the event of a conflict between this Contract and the Specifications, this Contract shall prevail.

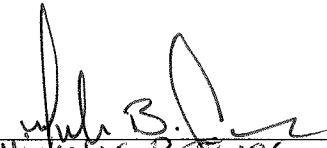
12.14 This Contract shall be deemed to have been entered into in the County of Amador, and governed in all respects by California law.

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

COUNTY OF AMADOR:

CONTRACTOR:

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

By:   
\_\_\_\_\_  
Nicholas B. Jones  
Title: President

Federal I.D. number 94-2613333

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

ATTEST:  
JENNIFER BURNS  
Clerk of the Board of Supervisors

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

By: \_\_\_\_\_  
Deputy

**ATTACHMENT A**

**AGREEMENT AND RELEASE OF CLAIMS**

This Agreement and Release of Claims ("Agreement and Release"), made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between the County of Amador ("County"), and **FORD Construction Company Inc.** ("Contractor"), whose place of business is **639 E. Lockeford, Lodi, CA 95240**.

RECITALS

A. On \_\_\_\_\_, 2014, County and Contractor entered into a contract (the "Contract") in the County of Amador, State of California, whereby Contractor agreed to perform certain work (the "Work") consisting of **Amador County** \_\_\_\_\_ located at \_\_\_\_\_ including all the necessary components to perform the Work.

B. The Work under the Contract has been completed.

NOW, THEREFOR, it is mutually agreed between County and Contractor as follows:

1. Contractor will not be assessed damages except as detailed below:

Original Contract Sum	\$ _____
Modified Contract Sum	\$ _____
Payment to Date	\$ _____
Damages	\$ _____
Payment Due Contractor	\$ _____

2. Subject to the provisions of this Agreement and Release, County shall forthwith pay to Contractor the sum of \_\_\_\_\_ Dollars and \_\_\_\_\_ Cents (\$ \_\_\_\_\_) under the Contract, less any amounts withheld under the Contract or represented by any Notice to Withhold Funds on file with County as of the date of such payment.

3. Contractor acknowledges and hereby agrees that there are no unresolved or outstanding claims in dispute against County arising from the performance of work under the Contract, except for (i) the Disputed Claims described in Paragraph 4 below, and (ii) continuing obligations described in Paragraph 6 below. It is the intention of the parties in executing this Agreement and Release that this Agreement and Release shall be effective as a full, final and general release of all claims, demands, actions, causes of action, obligations, costs, expenses, damages, losses and liabilities of Contractor against County, all its respective agents, employees, inspectors, assignees and transferees except for the Disputed Claims set forth in Paragraph 4 below and continuing obligations described in Paragraph 6 below.

4. The following claims are disputed (hereinafter, the "Disputed Claims") and are specifically excluded from the operation of this Agreement and Release:

<u>Claim No.</u>	<u>Date Submitted</u>	<u>Description of Claim</u>	<u>Amount of Claim</u>
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[Insert information, including attachments if necessary]

ATTACHMENT "B-1"

UNCONDITIONAL WAIVER AND RELEASE  
UPON PROGRESS PAYMENT

The undersigned has been paid in full for all labor, services, equipment, or material furnished to \_\_\_\_\_ on the project of the County of Amador located on \_\_\_\_\_  
(name of contractor or subcontractor)

\_\_\_\_\_ and does hereby release any lien, stop notice, or bond  
(project name and location)

right that the undersigned has on the above reference project to the following extent. This release covers a progress payment for labor, services, equipment or material furnished to \_\_\_\_\_

through \_\_\_\_\_ only and does not cover any retentions retained before or after the  
(name of contractor or subcontractor)  
release date; extras furnished before the release date for which payment has not been received; extras or items furnished after the release date. Rights based upon work performed or items furnished under a written change order which has been fully executed by the parties prior to the release date are covered by this release unless specifically reserved by the claimant in this release. This release of lien, stop notice, or bond right shall not otherwise affect the contract rights, including rights between the parties to the contract based upon a rescission, abandonment, or breach of the contract, or the right of the undersigned to recover compensation for furnished labor, services, equipment, or material covered by this release if that furnished labor, services, equipment, or material was not compensated by the progress payment. Before any recipient of this document relies on it, that party should verify evidence of payment to the undersigned.

Dated: \_\_\_\_\_

\_\_\_\_\_  
(Company Name)

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

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

**NOTICE: THIS DOCUMENT WAIVES RIGHTS UNCONDITIONALLY AND STATES THAT YOU HAVE BEEN PAID FOR GIVING UP THOSE RIGHTS. THIS DOCUMENT IS ENFORCEABLE AGAINST YOU IF YOU SIGN IT, EVEN IF YOU HAVE NOT BEEN PAID. IF YOU HAVE NOT BEEN PAID, USE A CONDITIONAL RELEASE FORM.**

ATTACHMENT "B-2"

UNCONDITIONAL WAIVER AND RELEASE  
UPON FINAL PAYMENT

The undersigned has been paid in full for all labor, services, equipment or material furnished to \_\_\_\_\_ on the project of the County of Amador located at \_\_\_\_\_  
(name of contractor or subcontractor)  
\_\_\_\_\_ and does hereby waive and release any right to a \_\_\_\_\_  
(project name and location)  
mechanic's lien, stop notice, or any right against a labor and material bond on the project, except for  
disputed claims for extra work in the amount of \$ \_\_\_\_\_.

Dated: \_\_\_\_\_

\_\_\_\_\_  
(Company Name)

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

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

**NOTICE: THIS DOCUMENT WAIVES RIGHTS UNCONDITIONALLY AND STATES THAT YOU HAVE BEEN PAID FOR GIVING UP THOSE RIGHTS. THIS DOCUMENT IS ENFORCEABLE AGAINST YOU IF YOU SIGN IT, EVEN IF YOU HAVE NOT BEEN PAID. IF YOU HAVE NOT BEEN PAID, USE A CONDITIONAL RELEASE FORM.**

ATTACHMENT "B-3"

CONDITIONAL WAIVER AND RELEASE  
UPON PROGRESS PAYMENT

Upon receipt by the undersigned of a check from \_\_\_\_\_  
(name of contractor or subcontractor)

in the sum of \$ \_\_\_\_\_ payable to \_\_\_\_\_  
(amount of check) (payee or payees of check)

and when the check has been properly endorsed and has been paid by the bank upon which it is drawn, this document shall become effective to release any mechanic's lien, stop notice or bond right the undersigned has on the project of the County of Amador located at \_\_\_\_\_  
(project name and location)

to the following extent. This release covers a progress payment for labor, services, equipment, or material furnished to \_\_\_\_\_ through \_\_\_\_\_  
(name of contractor or subcontractor) (date)

only and does not cover any retentions retained before or after the release date; extras furnished before the release date for which payment has not been received; extras or items furnished after the release date. Rights based upon work performed or items furnished under a written change order which has been fully executed by the parties prior to the release date are covered by this release unless specifically reserved by the claimant in this release. This release of any lien, stop notice, or bond right shall not otherwise affect the contract rights, including rights between the parties to the contract based upon a rescission, abandonment, or breach of the contract, or the right of the undersigned to recover compensation for furnished labor, services, equipment, or material covered by this release if that furnished labor, services, equipment, or material was not compensated by the progress payment. Before any recipient of this document relies on it, that party should verify evidence of payment to the undersigned.

Dated: \_\_\_\_\_

\_\_\_\_\_  
(Company Name)

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

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



**ATTACHMENT "B-4"**

**CONDITIONAL WAIVER AND RELEASE**

**UPON FINAL PAYMENT**

Upon receipt by the undersigned of a check from \_\_\_\_\_  
(name of contractor or subcontractor)

in the sum of \$ \_\_\_\_\_ payable to \_\_\_\_\_  
(amount of check) (payee or payees of check)

and when the check has been properly endorsed and has been paid by the bank upon which it is drawn, this document shall become effective to release any mechanic's lien, stop notice or bond right the undersigned has on the project of the County of Amador located at \_\_\_\_\_

\_\_\_\_\_  
(project name and location)

This release covers the final payment to the undersigned for all labor, services, equipment or material furnished on the job, except for disputed claims for extra work in the amount of \$ \_\_\_\_\_. Before any recipient of this document relies on it, said party should verify evidence of payment to the undersigned.

Dated: \_\_\_\_\_

\_\_\_\_\_  
(Company Name)

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

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

ATTACHMENT "B-5"

REDUCTION OF STOP NOTICE  
CIVIL CODE § 3262

NOTICE: THIS DOCUMENT WAIVES RIGHTS UNCONDITIONALLY AND IS ENFORCEABLE AGAINST YOU IF YOU SIGN IT, EVEN IF YOU HAVE NOT BEEN PAID. SEEK LEGAL ADVICE PRIOR TO SIGNING THIS DOCUMENT.

TO: THE COUNTY OF AMADOR

The Stop Notice claimed by \_\_\_\_\_ on that project known  
(Enter Claimant – Name of Person or Firm Claiming Stop Notice)

as \_\_\_\_\_ against the County of Amador  
(Enter Name of Project as it Appears on Stop Notice)

dated \_\_\_\_\_ is hereby partially reduced in the amount of \_\_\_\_\_.  
(Date of Stop Notice) (Total Amount to be Reduced)

The remaining balance of the stop notice is \$ \_\_\_\_\_.

Dated: \_\_\_\_\_

Firm Name \_\_\_\_\_  
(Enter Name as it Appears on Stop Notice)

By: \_\_\_\_\_  
(Owner or Agent of Stop Notice Claimant Must Sign Here and Verify Below)

NOTE: This reduction: (1) shall not preclude the service of a subsequent stop notice that is timely and proper; (2) shall release the owner from any obligation to withhold money on account of the Stop Notice, to the extent of the reduction; (3) shall be effective to release claimant's right to enforce the Stop Notice, to the extent of the reduction; and (4) shall not operate as a release of any right that the claimant may have, other than the claimant's right to enforce the Stop Notice, to the extent of the reduction.

**Verification**

I, the undersigned, say: I am the \_\_\_\_\_ (president/ owner/ manager/ etc.) of the Claimant of the above-referenced Stop Notice. I have read this Reduction of Stop Notice and know the contents thereof; the same is true of my own knowledge. I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct. Executed on \_\_\_\_\_, 201\_\_\_\_, at \_\_\_\_\_, California.

\_\_\_\_\_  
(Personal signature of individual who is verifying contents of release)

**ATTACHMENT "B-6"**

**RELEASE OF STOP NOTICE**  
**CIVIL CODE § 3262**

NOTICE: THIS DOCUMENT WAIVES RIGHTS UNCONDITIONALLY AND IS ENFORCEABLE AGAINST YOU IF YOU SIGN IT, EVEN IF YOU HAVE NOT BEEN PAID. SEEK LEGAL ADVICE PRIOR TO SIGNING THIS DOCUMENT.

TO: THE COUNTY OF AMADOR

The Stop Notice claimed by \_\_\_\_\_ on that project known  
(Enter Claimant – Name of Person or Firm Claiming Stop Notice)

as \_\_\_\_\_ against the County of Amador  
(Enter Name of Project as it Appears on Stop Notice)

dated \_\_\_\_\_ is fully released in the amount of \$ \_\_\_\_\_.  
(Date of Stop Notice) (Total Amount to be Released)

Dated: \_\_\_\_\_ Firm Name \_\_\_\_\_  
(Enter Name as it Appears on Stop Notice)

By: \_\_\_\_\_  
(Owner or Agent of Stop Notice Claimant Must Sign Here and Verify Below)

NOTE: This release: (1) shall not preclude the service of a subsequent stop notice that is timely and proper; (2) shall release the owner from any obligation to withhold money on account of the Stop Notice, to the extent of the reduction or release; (3) shall be effective to release claimant's right to enforce the Stop Notice, to the extent of the reduction or release; and (4) shall not operate as a release of any right that the claimant may have, other than the claimant's right to enforce the Stop Notice, to the extent of the reduction or release.

**Verification**

I, the undersigned, say: I am the \_\_\_\_\_ (president/ owner/ manager/ etc.) of the Claimant of the above-referenced Stop Notice. I have read this Release of Stop Notice and know the contents thereof; the same is true of my own knowledge. I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.  
Executed on \_\_\_\_\_, 201\_\_\_\_, at \_\_\_\_\_, California.

\_\_\_\_\_  
(Personal signature of individual who is verifying contents of release)

Attachment "C"

CONSTRUCTION PERFORMANCE BOND

This Construction Performance Bond ("Bond") is dated \_\_\_\_\_, 2014, is in the penal sum of \$\_\_\_\_\_, and is entered into by and between the parties listed below to ensure the faithful performance of the Construction Contract listed below. The Bond consists of this page and the Bond Terms and Conditions, Paragraphs 1 through 12, attached to this page. Any singular reference to Contractor's Name ("Contractor"), \_\_\_\_\_ ("Surety"), County of Amador ("County") or other party shall be considered plural where applicable.

CONTRACTOR:

SURETY:

Firm Name: \_\_\_\_\_

Firm Name: \_\_\_\_\_

Address: \_\_\_\_\_  
\_\_\_\_\_

Address of Principal  
Place of Business:  
\_\_\_\_\_  
\_\_\_\_\_

COUNTY OF AMADOR  
810 Court Street  
Jackson, CA 95642

Project Manager: Jon Hopkins  
Director of General Services

Construction Contract:  
**LANDFILL LEACHATE LINE  
IMPROVEMENTS**  
Bid No.: 14-21  
Location: Amador County Landfill 6500 Buena  
Vista Road, Ione, CA

Construction Contract dated \_\_\_\_\_,  
2014 in the amount of \$XXX,XXX.XX.  
CONTRACTOR AS PRINCIPAL  
Company: (Corp. Seal)

SURETY  
Company: (Corp. Seal)

Signature:  
\_\_\_\_\_  
Name and Title

Signature:  
\_\_\_\_\_  
Name and Title

disputes the amount of Surety's tender under this paragraph 4.4, County may exercise all remedies available to it at law to enforce Surety's liability under paragraph 5 below.

5. If Surety does not proceed as provided in Paragraph 4, above, then Surety shall be deemed to be in default on this Bond ten (10) days after receipt of an additional written notice from County to Surety demanding that Surety perform its obligations under this Bond. At all times County shall be entitled to enforce any remedy available to County at law or under the Construction Contract including, without limitation, and by way of example only, rights to perform work, protect work, mitigate damages, or coordinate work with other consultants or contractors.
6. Surety's monetary obligation under this Bond is limited by the amount of this Bond. Subject to these limits, Surety's obligations under this Bond are commensurate with the obligations of Contractor under the Construction Contract. Surety's obligations shall include, but are not limited to:
  - 6.1 The responsibilities of Contractor under the Construction Contract for completion of the Construction Contract and correction of defective work;
  - 6.2 The responsibilities of Contractor under the Construction Contract to pay liquidated damages, and for damages for which no liquidated damages are specified in the Construction Contract, actual damages caused by non-performance of the Construction Contract, including but not limited to all valid and proper backcharges, offsets, payments, indemnities, or other damages,
  - 6.3 Additional legal, design professional and delay costs resulting from the Contractor Default or resulting from the actions or failure to act of Surety under Paragraph 4, above.
7. No right of action shall accrue on this Bond to any person or entity other than County or its heirs, executors, administrators, or successors.
8. Surety hereby waives notice of any change, alteration or addition to the Construction Contract or to related subcontracts, purchase orders and other obligations, including changes of time. Surety consents to all terms of the Construction Contract, including provisions on changes to the Contract. No extension of time, change, alteration, modification, deletion, or addition to the Contract Documents, or of the work required there under, shall release or exonerate Surety on this Bond or in any way affect the obligations of Surety on this Bond.
9. Any proceeding, legal or equitable, under this Bond shall be instituted in any court of competent jurisdiction where a proceeding is pending between County and Contractor regarding the Construction Contract, or in the courts of the County of Amador, or in a court of competent jurisdiction in the location in which the work is located.
10. Notice to Surety, County or Contractor shall be mailed or delivered to the address shown on the signature page.
11. Any provision in this Bond conflicting with any statutory or regulatory requirement shall be deemed deleted herefrom and provisions conforming to such statutory requirement shall be deemed incorporated herein.
12. Definitions:

Attachment "D"

CONSTRUCTION LABOR AND MATERIAL PAYMENT BOND

This Construction Labor and Material Payment Bond ("Bond") is dated \_\_\_\_\_, 2014, is in the penal sum of \$XX,XXX.XX, and is entered into by and between the parties listed below to ensure the payment of claimants under the Construction Contract listed below. The Bond consists of this page and the Bond Terms and Conditions, Paragraphs 1 through 13, attached to this page. Any singular reference to \_\_\_\_\_ ("Contractor"), \_\_\_\_\_ ("Surety"), County of Amador ("County") or other party shall be considered plural where applicable.

CONTRACTOR:

SURETY:

Firm Name: \_\_\_\_\_

Firm Name: \_\_\_\_\_

Address: \_\_\_\_\_  
\_\_\_\_\_

Address of Principal  
Place of Business:  
\_\_\_\_\_  
\_\_\_\_\_

COUNTY OF AMADOR  
810 Court Street  
Jackson, CA 95642

Project Manager: Jon Hopkins,  
Director of General Services

Construction Contract:  
**LANDFILL LEACHATE LINE  
IMPROVEMENTS**  
Bid No. 14-21  
Location: Amador County Landfill 6500 Buena  
Vista Road, Ione, CA

Construction Contract dated \_\_\_\_\_,  
2014 in the amount of  
\$XX,XXX.XX.

CONTRACTOR AS PRINCIPAL  
Company: (Corp. Seal)

SURETY  
Company: (Corp. Seal)

Signature: \_\_\_\_\_  
Name and Title

Signature: \_\_\_\_\_  
Name and Title

10. Notice to Surety, County or Contractor shall be mailed or delivered to the address shown on the signature page. Actual receipt of notice by Surety, County or Contractor, however accomplished, shall be sufficient compliance as of the date received at the address shown-on the signature page.
11. This Bond has been furnished to comply with the California Mechanic's Lien Law, including, but not limited to, Civil Code §§3247, 3248, *et seq.* Any provision in this Bond conflicting with said statutory requirements shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirements shall be deemed incorporated herein. The intent is that this Bond shall be construed as a statutory bond and not as a common law bond.
12. Upon request by any person or entity appearing to be a potential beneficiary of this Bond, Contractor shall promptly furnish a copy of this Bond or shall permit a copy to be made.
13. DEFINITIONS
  - 13.1.1 Claimant: An individual or entity having a direct contract with Contractor or with a subcontractor of Contractor to furnish labor, materials or equipment for use in the performance of the Construction Contract, as further defined in California Civil Code §3181. The intent of this Bond shall be to include without limitation in the terms "labor, materials or equipment" that part of water, gas, power, light, heat, oil, gasoline, telephone service or rental equipment used in the Construction Contract, architectural and engineering services required for performance of the work of Contractor and Contractor's subcontractors, and all other items for which a stop notice might be asserted. The term Claimant shall also include the Unemployment Development Department as referred to in Civil Code §3248(b).
  - 13.1.2 Construction Contract: The agreement between County and Contractor identified on the signature page, including all Contract Documents and changes thereto.
  - 13.1.3 County Default: Material failure of County, which has neither been remedied nor waived, to pay Contractor as required by the Construction Contract, provided that failure is the cause of the failure of Contractor to pay the Claimants and is sufficient to justify Contractor termination of the Construction Contract.

**END OF DOCUMENT**

ATTACHMENT "E"


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

The undersigned, authorized signatory for FORD Construction Company 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 "E"** 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.: 94-2613333

Print Name: Nicholas B. Jones, President

Signed: 

Date: 09-30-14

Title:



Ford Recv'd SEP 30 2014

Attachment "C"

CONSTRUCTION PERFORMANCE BOND

This Construction Performance Bond ("Bond") is dated September 29, 2014, is in the penal sum of \$31,375.00, and is entered into by and between the parties listed below to ensure the faithful performance of the Construction Contract listed below. The Bond consists of this page and the Bond Terms and Conditions, Paragraphs 1 through 12, attached to this page. Any singular reference to Contractor's Name ("Contractor"), Ford Construction Company, Inc. ("Surety"), County of Amador ("County") or other party shall be considered plural where applicable.

CONTRACTOR:

SURETY:

Firm Name: Ford Construction Company, Inc.

Firm Name: Fidelity and Deposit Company of Maryland

Address: 639 East Lockeford St.  
Lodi, CA 95240

Address of Principal Surety  
Place of Business:  
525 Market St.  
San Francisco, CA 94105

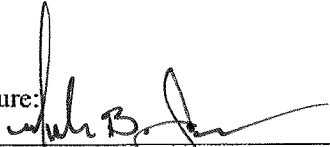
COUNTY OF AMADOR  
810 Court Street  
Jackson, CA 95642

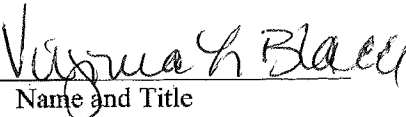
Project Manager: Jon Hopkins  
Director of General Services

Construction Contract:  
LANDFILL LEACHATE LINE  
IMPROVEMENTS  
Bid No.: 14-21  
Location: Amador County Landfill 6500 Buena  
Vista Road, Ione, CA

Construction Contract dated October 10, 2014  
2014 in the amount of \$31,375.00  
CONTRACTOR AS PRINCIPAL  
Company: (Corp. Seal)  
Ford Construction Company, Inc.

SURETY  
Company: (Corp. Seal)  
Fidelity and Deposit Company of Maryland

Signature:   
Name and Title  
Nicholas B. Jones, President

Signature:   
Name and Title  
Virginia L. Black, Attorney-in-Fact

## BOND TERMS AND CONDITIONS

1. Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to County for the complete and proper performance of the Construction Contract, which is incorporated herein by reference.
2. If Contractor completely and properly performs all of its obligations under the Construction Contract, Surety and Contractor shall have no obligation under this Bond.
3. If there is no County Default, Surety's obligation under this Bond shall arise after:
  - 3.1 County has declared a Contractor Default under the Construction Contract pursuant to the terms of the Construction Contract; and
  - 3.2 County has agreed to pay the Balance of the Contract Sum to:
    - 3.2.1 Surety in accordance with the terms of this Bond and the Construction Contract, or
    - 3.2.2 To a contractor selected to perform the Construction Contract in accordance with the terms of this Bond and the Construction Contract.
4. When County has satisfied the conditions of Paragraph 3, Surety shall promptly (within thirty (30) days) and at Surety's expense elect to take one of the following actions:
  - 4.1 Arrange for Contractor, with consent of County, to perform and complete the Construction Contract (but County may withhold consent, in which case Surety must elect an option described in paragraphs 4.2, 4.3 or 4.4, below); or
  - 4.2 Undertake to perform and complete the Construction Contract itself, through its agents or through independent contractors; or
  - 4.3 Obtain bids from qualified contractors acceptable to County for a contract for performance and completion of the Construction Contract, and, upon determination by County of the lowest responsible bidder, arrange for a contract to be prepared for execution by County and the contractor selected with County's concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Construction Contract; and, if Surety's obligations defined in Paragraph 6, below, exceed the Balance of the Contract Sum, then Surety shall pay to County the amount of such excess; or
  - 4.4 Waive its right to perform and complete, arrange for completion, or obtain a new contractor and with reasonable promptness under the circumstances, and, after investigation and consultation with County, determine in good faith the amount for which it may then be liable to County under Paragraph 6, below, for the performance and completion of the Construction Contract and, as soon as practicable after the amount is determined, tender payment therefore to County with full explanation of the payment's calculation. If County accepts Surety's tender under this paragraph 4.4, County may still hold Surety liable for future damages then unknown or unliquidated resulting from Contractor Default. If County

disputes the amount of Surety's tender under this paragraph 4.4, County may exercise all remedies available to it at law to enforce Surety's liability under paragraph 5 below.

5. If Surety does not proceed as provided in Paragraph 4, above, then Surety shall be deemed to be in default on this Bond ten (10) days after receipt of an additional written notice from County to Surety demanding that Surety perform its obligations under this Bond. At all times County shall be entitled to enforce any remedy available to County at law or under the Construction Contract including, without limitation, and by way of example only, rights to perform work, protect work, mitigate damages, or coordinate work with other consultants or contractors.
6. Surety's monetary obligation under this Bond is limited by the amount of this Bond. Subject to these limits, Surety's obligations under this Bond are commensurate with the obligations of Contractor under the Construction Contract. Surety's obligations shall include, but are not limited to:
  - 6.1 The responsibilities of Contractor under the Construction Contract for completion of the Construction Contract and correction of defective work;
  - 6.2 The responsibilities of Contractor under the Construction Contract to pay liquidated damages, and for damages for which no liquidated damages are specified in the Construction Contract, actual damages caused by non-performance of the Construction Contract, including but not limited to all valid and proper backcharges, offsets, payments, indemnities, or other damages,
  - 6.3 Additional legal, design professional and delay costs resulting from the Contractor Default or resulting from the actions or failure to act of Surety under Paragraph 4, above.
7. No right of action shall accrue on this Bond to any person or entity other than County or its heirs, executors, administrators, or successors.
8. Surety hereby waives notice of any change, alteration or addition to the Construction Contract or to related subcontracts, purchase orders and other obligations, including changes of time. Surety consents to all terms of the Construction Contract, including provisions on changes to the Contract. No extension of time, change, alteration, modification, deletion, or addition to the Contract Documents, or of the work required there under, shall release or exonerate Surety on this Bond or in any way affect the obligations of Surety on this Bond.
9. Any proceeding, legal or equitable, under this Bond shall be instituted in any court of competent jurisdiction where a proceeding is pending between County and Contractor regarding the Construction Contract, or in the courts of the County of Amador, or in a court of competent jurisdiction in the location in which the work is located.
10. Notice to Surety, County or Contractor shall be mailed or delivered to the address shown on the signature page.
11. Any provision in this Bond conflicting with any statutory or regulatory requirement shall be deemed deleted herefrom and provisions conforming to such statutory requirement shall be deemed incorporated herein.
12. Definitions:

- 12.1. Balance of the Contract Sum: The total amount payable by County to Contractor pursuant to the terms of the Construction Contract after all proper adjustments have been made under the Construction Contract, for example, deductions for progress payments made, and increases/decreases for approved modifications to the Construction Contract.
- 12.2 Construction Contract: The agreement between County and Contractor identified on the signature page, including all Contract Documents and changes thereto.
- 12.3 Contractor Default: Material failure of Contractor, which has neither been remedied nor waived, to perform or otherwise to comply with the terms of the Construction Contract, including but not limited to the provisions of Paragraph 1.13.G of the General Conditions.
- 12.4 County Default: Material failure of County, which has neither been remedied nor waived, to pay Contractor progress payments due under the Construction Contract or to perform other material terms of the Construction Contract, if such failure is the cause of the asserted Contractor Default and is sufficient to justify Contractor termination of the Construction Contract.

**END OF DOCUMENT**

**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

State of California

County of San Francisco



On September 29, 2014 before me, Betty L. Tolentino, Notary Public  
Date Here Insert Name and Title of the Officer

personally appeared Virginia L. Black  
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Place Notary Seal Above

Signature [Handwritten Signature]  
Signature of Notary Public

**OPTIONAL**

*Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.*

**Description of Attached Document**

Title or Type of Document: \_\_\_\_\_

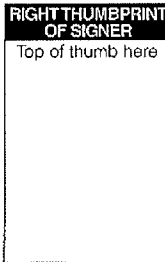
Document Date: \_\_\_\_\_ Number of Pages: \_\_\_\_\_

Signer(s) Other Than Named Above: \_\_\_\_\_

**Capacity(ies) Claimed by Signer(s)**

Signer's Name: \_\_\_\_\_

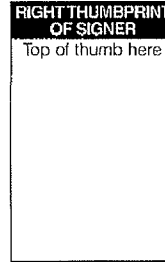
- Individual
- Corporate Officer — Title(s): \_\_\_\_\_
- Partner —  Limited  General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: \_\_\_\_\_



Signer Is Representing: \_\_\_\_\_

Signer's Name: \_\_\_\_\_

- Individual
- Corporate Officer — Title(s): \_\_\_\_\_
- Partner —  Limited  General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: \_\_\_\_\_



Signer Is Representing: \_\_\_\_\_

**ZURICH AMERICAN INSURANCE COMPANY  
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY  
FIDELITY AND DEPOSIT COMPANY OF MARYLAND  
POWER OF ATTORNEY**

KNOW ALL MEN BY THESE PRESENTS: That the ZURICH AMERICAN INSURANCE COMPANY, a corporation of the State of New York, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, a corporation of the State of Maryland, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND a corporation of the State of Maryland (herein collectively called the "Companies"), by **THOMAS O. MCCLELLAN, Vice President**, in pursuance of authority granted by Article V, Section 8, of the By-Laws of said Companies, which are set forth on the reverse side hereof and are hereby certified to be in full force and effect on the date hereof, do hereby nominate, constitute, and appoint **Susan HECKER, Janet C. ROJO, Betty L. TOLENTINO, M. MOODY, Maureen O'CONNELL, Robert P. WRIXON, Kevin RE, Virginia L. BLACK, R.A. BASS and K. ZEROUNIAN**, all of San Francisco, California, **EACH** its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, for, and on its behalf as surety, and as its act and deed: **any and all bonds and undertakings**, and the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Companies, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the ZURICH AMERICAN INSURANCE COMPANY at its office in New York, New York, the regularly elected officers of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at its office in Owings Mills, Maryland, and the regularly elected officers of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at its office in Owings Mills, Maryland, in their own proper persons.

The said Vice President does hereby certify that the extract set forth on the reverse side hereof is a true copy of Article V, Section 8, of the By-Laws of said Companies, and is now in force.

IN WITNESS WHEREOF, the said Vice-President has hereunto subscribed his/her names and affixed the Corporate Seals of the said **ZURICH AMERICAN INSURANCE COMPANY, COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and FIDELITY AND DEPOSIT COMPANY OF MARYLAND**, this 24th day of October, A.D. 2012.

**ATTEST:**

**ZURICH AMERICAN INSURANCE COMPANY  
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY  
FIDELITY AND DEPOSIT COMPANY OF MARYLAND**



*Gregory E. Murray*

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

*Assistant Secretary  
Gregory E. Murray*

*Thomas O. McClellan*

*Vice President  
Thomas O. McClellan*

**State of Maryland  
City of Baltimore**

On this 24th day of October, A.D. 2012, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, **THOMAS O. MCCLELLAN, Vice President, and GREGORY E. MURRAY, Assistant Secretary**, of the Companies, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and acknowledged the execution of same, and being by me duly sworn, deposeth and saith, that he/she is the said officer of the Company aforesaid, and that the seals affixed to the preceding instrument are the Corporate Seals of said Companies, and that the said Corporate Seals and the signature as such officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporations.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year first above written.

*Maria D. Adamski*

*Maria D. Adamski, Notary Public  
My Commission Expires: July 8, 2015*



Bond No. 9171724  
Premium included in charge  
for performance bond

Attachment "D"

**CONSTRUCTION LABOR AND MATERIAL PAYMENT BOND**

This Construction Labor and Material Payment Bond ("Bond") is dated September 29, 2014, is in the penal sum of \$31,375.00, and is entered into by and between the parties listed below to ensure the payment of claimants under the Construction Contract listed below. The Bond consists of this page and the Bond Terms and Conditions, Paragraphs 1 through 13, attached to this page. Any singular reference to Ford Construction Company, Inc. ("Contractor"), Fidelity and Deposit Company of Maryland ("Surety"), County of Amador ("County") or other party shall be considered plural where applicable.

CONTRACTOR:

Firm Name: Ford Construction Company, Inc.

Address: 639 East Lockeford St.  
Lodi, CA 95240

SURETY:

Firm Name: Fidelity and Deposit Company of Maryland

Address of ~~Principal~~ Surety  
Place of Business:  
525 Market St.  
San Francisco, CA 94105

COUNTY OF AMADOR

810 Court Street  
Jackson, CA 95642

Project Manager: Jon Hopkins,  
Director of General Services

Construction Contract:

**LANDFILL LEACHATE LINE  
IMPROVEMENTS**

Bid No. 14-21

Location: Amador County Landfill 6500 Buena  
Vista Road, Ione, CA

Construction Contract dated October 10, 2014  
2014 in the amount of  
\$31,375.00

CONTRACTOR AS PRINCIPAL

Company: (Corp. Seal)  
Ford Construction Company, Inc.

SURETY

Company: (Corp. Seal)  
Fidelity and Deposit Company of Maryland


Signature:



Name and Title

Nicholas B. Jones, President

Signature:



Name and Title

Virginia L. Black, Attorney-in-Fact

## BOND TERMS AND CONDITIONS

1. Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to County and to Claimants to pay for labor, materials and equipment furnished for use in the performance of the Construction Contract, which is incorporated herein by reference.
2. With respect to County, this obligation shall be null and void if Contractor:
  - 2.1 Promptly makes payment, directly or indirectly, for all sums due Claimants; and
  - 2.2 Defends, indemnifies and holds harmless County from all claims, demands, liens or suits by any person or entity who furnished labor, materials or equipment for use in the performance of the Construction Contract, provided County has promptly notified Contractor and Surety (at the address described in Paragraph 10) of any claims, demands, liens or suits and tendered defense of such claims, demands, liens or suits to Contractor and Surety, and provided there is no County Default.
3. With respect to Claimants, this obligation shall be null and void if Contractor promptly makes payment, directly or indirectly through its subcontractors, for all sums due Claimants. However, if Contractor or its subcontractors fail to pay any of the persons named in Section 3181 of the California Civil Code, or amounts due under the Unemployment Insurance Code with respect to work or labor performed under the Construction Contract, or for any amounts required to be deducted, withheld, and paid over to the Employment Development Department from the wages of employees of Contractor or subcontractors pursuant to Section 13020 of the Unemployment Insurance Code, with respect to such work and labor, then Surety will pay for the same and also, in case suit is brought upon this bond, a reasonable attorneys' fee, to be fixed by the court.
4. Consistent with the California Mechanic's Lien Law, Civil Code §3082, et seq., Surety shall have no obligation to Claimants under this Bond unless the Claimant has satisfied all applicable notice requirements.
5. Surety's total obligation shall not exceed the amount of this Bond, and the amount of this Bond shall be credited for any payments made in good faith by Surety under this Bond.
6. Amounts due Contractor under the Construction Contract shall be applied first to satisfy claims, if any, under any Construction Performance Bond and second, to satisfy obligations of Contractor and Surety under this Bond.
7. County shall not be liable for payment of any costs, expenses, or attorneys' fees of any Claimant under this Bond, and shall have under this Bond no obligations to make payments to, give notices on behalf of, or otherwise have obligations to Claimants under this Bond.
8. Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations.
9. Suit against Surety on this Payment Bond may be brought by any Claimant, or its assigns, at any time after the Claimant has furnished the last of the labor or materials, or both, but, per Civil Code §3249, must be commenced before the expiration of six months after the period in which stop notices may be filed as provided in Civil Code §3184.



10. Notice to Surety, County or Contractor shall be mailed or delivered to the address shown on the signature page. Actual receipt of notice by Surety, County or Contractor, however accomplished, shall be sufficient compliance as of the date received at the address shown-on the signature page.
11. This Bond has been furnished to comply with the California Mechanic's Lien Law, including, but not limited to, Civil Code §§3247, 3248, *et seq.* Any provision in this Bond conflicting with said statutory requirements shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirements shall be deemed incorporated herein. The intent is that this Bond shall be construed as a statutory bond and not as a common law bond.
12. Upon request by any person or entity appearing to be a potential beneficiary of this Bond, Contractor shall promptly furnish a copy of this Bond or shall permit a copy to be made.
13. DEFINITIONS
  - 13.1.1 Claimant: An individual or entity having a direct contract with Contractor or with a subcontractor of Contractor to furnish labor, materials or equipment for use in the performance of the Construction Contract, as further defined in California Civil Code §3181. The intent of this Bond shall be to include without limitation in the terms "labor, materials or equipment" that part of water, gas, power, light, heat, oil, gasoline, telephone service or rental equipment used in the Construction Contract, architectural and engineering services required for performance of the work of Contractor and Contractor's subcontractors, and all other items for which a stop notice might be asserted. The term Claimant shall also include the Unemployment Development Department as referred to in Civil Code §3248(b).
  - 13.1.2 Construction Contract: The agreement between County and Contractor identified on the signature page, including all Contract Documents and changes thereto.
  - 13.1.3 County Default: Material failure of County, which has neither been remedied nor waived, to pay Contractor as required by the Construction Contract, provided that failure is the cause of the failure of Contractor to pay the Claimants and is sufficient to justify Contractor termination of the Construction Contract.

**END OF DOCUMENT**

**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

State of California

County of San Francisco



On September 29, 2014 before me, Betty L. Tolentino, Notary Public  
Date Here Insert Name and Title of the Officer

personally appeared Virginia L. Black  
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature *Betty L. Tolentino*  
Signature of Notary Public



Place Notary Seal Above

**OPTIONAL**

*Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.*

**Description of Attached Document**

Title or Type of Document: \_\_\_\_\_

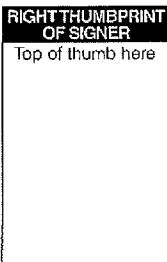
Document Date: \_\_\_\_\_ Number of Pages: \_\_\_\_\_

Signer(s) Other Than Named Above: \_\_\_\_\_

**Capacity(ies) Claimed by Signer(s)**

Signer's Name: \_\_\_\_\_

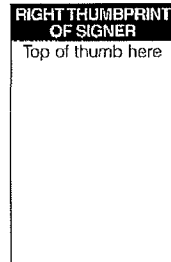
- Individual
- Corporate Officer — Title(s): \_\_\_\_\_
- Partner —  Limited  General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: \_\_\_\_\_



Signer Is Representing: \_\_\_\_\_

Signer's Name: \_\_\_\_\_

- Individual
- Corporate Officer — Title(s): \_\_\_\_\_
- Partner —  Limited  General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: \_\_\_\_\_



Signer Is Representing: \_\_\_\_\_

**ZURICH AMERICAN INSURANCE COMPANY  
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY  
FIDELITY AND DEPOSIT COMPANY OF MARYLAND  
POWER OF ATTORNEY**

KNOW ALL MEN BY THESE PRESENTS: That the ZURICH AMERICAN INSURANCE COMPANY, a corporation of the State of New York, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, a corporation of the State of Maryland, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND a corporation of the State of Maryland (herein collectively called the "Companies"), by **THOMAS O. MCCLELLAN, Vice President**, in pursuance of authority granted by Article V, Section 8, of the By-Laws of said Companies, which are set forth on the reverse side hereof and are hereby certified to be in full force and effect on the date hereof, do hereby nominate, constitute, and appoint **Susan HECKER, Janet C. ROJO, Betty L. TOLENTINO, M. MOODY, Maureen O'CONNELL, Robert P. WRIXON, Kevin RE, Virginia L. BLACK, R.A. BASS and K. ZEROUNIAN, all of San Francisco, California, EACH** its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, for, and on its behalf as surety, and as its act and deed: **any and all bonds and undertakings**, and the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Companies, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the ZURICH AMERICAN INSURANCE COMPANY at its office in New York, New York., the regularly elected officers of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at its office in Owings Mills, Maryland., and the regularly elected officers of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at its office in Owings Mills, Maryland., in their own proper persons.

The said Vice President does hereby certify that the extract set forth on the reverse side hereof is a true copy of Article V, Section 8, of the By-Laws of said Companies, and is now in force.

IN WITNESS WHEREOF, the said Vice-President has hereunto subscribed his/her names and affixed the Corporate Seals of the said **ZURICH AMERICAN INSURANCE COMPANY, COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and FIDELITY AND DEPOSIT COMPANY OF MARYLAND**, this 24th day of October, A.D. 2012.

**ATTEST:**

**ZURICH AMERICAN INSURANCE COMPANY  
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY  
FIDELITY AND DEPOSIT COMPANY OF MARYLAND**



*Gregory E. Murray*

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

*Assistant Secretary  
Gregory E. Murray*

*Thomas O. McClellan*

*Vice President  
Thomas O. McClellan*

**State of Maryland  
City of Baltimore**

On this 24th day of October, A.D. 2012, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, **THOMAS O. MCCLELLAN, Vice President, and GREGORY E. MURRAY, Assistant Secretary**, of the Companies, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and acknowledged the execution of same, and being by me duly sworn, deposeth and saith, that he/she is the said officer of the Company aforesaid, and that the seals affixed to the preceding instrument are the Corporate Seals of said Companies, and that the said Corporate Seals and the signature as such officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporations.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year first above written.

*Maria D. Adamski*

*Maria D. Adamski, Notary Public  
My Commission Expires: July 8, 2015*





# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

9/27/2014

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

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


<b>PRODUCER</b> Lodi-Alliant Insurance Services, Inc. 1949 W Kettleman Ln Ste 200 Lodi, CA 95242	<b>CONTACT NAME:</b> Roxann Eddington <b>PHONE (A/C, No, Ext):</b> (209) 333-1136 <b>E-MAIL ADDRESS:</b> REddington@alliant.com	<b>FAX (A/C, No):</b>
	<b>INSURER(S) AFFORDING COVERAGE</b>	
	<b>INSURER A:</b> Old Republic General Insurance Corp	<b>24139</b>
<b>INSURED</b>  Ford Construction Company, Inc 639 E. Lockeford Street Lodi, CA 95240	<b>INSURER B:</b>	
	<b>INSURER C:</b>	
	<b>INSURER D:</b>	
	<b>INSURER E:</b>	
	<b>INSURER F:</b>	

**COVERAGES**                      **CERTIFICATE NUMBER:**                      **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:	X		A1CG501513-07	11/01/2013	11/01/2014	EACH OCCURRENCE \$ <b>2,000,000</b> DAMAGE TO RENTED PREMISES (Ea occurrence) \$ <b>100,000</b> MED EXP (Any one person) \$ <b>5,000</b> PERSONAL & ADV INJURY \$ <b>2,000,000</b> GENERAL AGGREGATE \$ <b>4,000,000</b> PRODUCTS - COMP/OP AGG \$ <b>2,000,000</b> \$
A	<b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS <input checked="" type="checkbox"/> Comp Ded \$1,000 <input checked="" type="checkbox"/> Coll Ded \$1,000	X		A1CA501513-07	11/01/2013	11/01/2014	COMBINED SINGLE LIMIT (Ea accident) \$ <b>1,000,000</b> BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
A	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		Y/N <input type="checkbox"/> N/A	A1CW501514-03	01/01/2014	01/01/2015	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ <b>1,000,000</b> E.L. DISEASE - EA EMPLOYEE \$ <b>1,000,000</b> E.L. DISEASE - POLICY LIMIT \$ <b>1,000,000</b>

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
Re: Project #: 14-013, Landfill Leachate Line Improvements at 1220-B Airport Road, Martell, CA 95654.  
County of Amador, its officers, officials, employees, representatives and agents are additional insured as respects General Liability and Auto Liability per attached endorsements. Coverage is Primary. Per project aggregate applies per attached endorsement.

<b>CERTIFICATE HOLDER</b>  Amador County 810 Court Street Jackson, CA 95642	<b>CANCELLATION</b>  SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE 

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – SCHEDULED 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):	Location(s) Of Covered Operations
WHERE REQUIRED BY WRITTEN CONTRACT.	
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

**A. 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:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

**B.** With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – COMPLETED OPERATIONS**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

**SCHEDULE**

Name Of Additional Insured Person(s) Or Organization(s):	Location And Description Of Completed Operations
<p>WHERE REQUIRED BY WRITTEN CONTRACT, BUT ONLY WHEN COVERAGE FOR COMPLETED OPERATIONS IS SPECIFICALLY REQUIRED BY THAT CONTRACT.</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" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

# OLD REPUBLIC GENERAL INSURANCE CORPORATION

## CHANGES ADDITIONAL INSURED PRIMARY WORDING SCHEDULE

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

THIS ENDORSEMENT MODIFIES INSURANCE PROVIDED UNDER THE FOLLOWING:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

**Name of Additional Insured Person(s)  
Or Organization(s):**

**Location(s) of Covered Operations**


As required by written contract.

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

The insurance provided by this endorsement is primary insurance and we will not seek contribution from any other insurance of a like kind available to the person or organization shown in the schedule above unless the other insurance is provided by a contractor other than the person or organization shown in the schedule above for the same operation and job location. If so, we will share with that other insurance by the method described in paragraph 4.c. of Section IV – Commercial General Liability Conditions.

All other terms and conditions remain unchanged.

Named Insured	Ford Construction Company, Inc.		
Policy Number	A1CG501513-07	Endorsement No.	
Policy Period	11/1/13 to 11/1/14	to	Endorsement Effective Date:
Producer's Name:	Alliant Insurance Services, Inc.		
Producer Number:			



AUTHORIZED REPRESENTATIVE

11/1/13

DATE

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## DESIGNATED CONSTRUCTION PROJECT(S) GENERAL AGGREGATE LIMIT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

### SCHEDULE

Designated Construction Projects:

ALL OF YOUR DESIGNATED CONSTRUCTION PROJECTS.

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

- A.** For all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under **COVERAGE A (SECTION I)**, and for all medical expenses caused by accidents under **COVERAGE C (SECTION I)**, which can be attributed only to ongoing operations at a single designated construction project shown in the Schedule above:
1. A separate Designated Construction Project General Aggregate Limit applies to each designated construction project, and that limit is equal to the amount of the General Aggregate Limit shown in the Declarations.
  2. The Designated Construction Project General Aggregate Limit is the most we will pay for the sum of all damages under **COVERAGE A**, except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard", and for medical expenses under **COVERAGE C** regardless of the number of:
    - a. Insureds;
    - b. Claims made or "suits" brought; or
    - c. Persons or organizations making claims or bringing "suits".
  3. Any payments made under **COVERAGE A** for damages or under **COVERAGE C** for medical expenses shall reduce the Designated Construction Project General Aggregate Limit for that designated construction project. Such payments shall not reduce the General Aggregate Limit shown in the Declarations nor shall they reduce any other Designated Construction Project General Aggregate Limit for any other designated construction project shown in the Schedule above.
- 4.** The limits shown in the Declarations for Each Occurrence, Fire Damage and Medical Expense continue to apply. However, instead of being subject to the General Aggregate Limit shown in the Declarations, such limits will be subject to the applicable Designated Construction Project General Aggregate Limit.
- B.** For all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under **COVERAGE A (SECTION I)**, and for all medical expenses caused by accidents under **COVERAGE C (SECTION I)**, which cannot be attributed only to ongoing operations at a single designated construction project shown in the Schedule above:
1. Any payments made under **COVERAGE A** for damages or under **COVERAGE C** for medical expenses shall reduce the amount available under the General Aggregate Limit or the Products-Completed Operations Aggregate Limit, whichever is applicable; and
  2. Such payments shall not reduce any Designated Construction Project General Aggregate Limit.
- C.** When coverage for liability arising out of the "products-completed operations hazard" is provided, any payments for damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard" will reduce the Products-Completed Operations Aggregate Limit, and not reduce the General Aggregate Limit nor the Designated Construction Project General Aggregate Limit.



D. If the applicable designated construction project has been abandoned, delayed, or abandoned and then restarted, or if the authorized contracting parties deviate from plans, blueprints, designs, specifications or timetables, the project will still be deemed to be the same construction project.

E. The provisions of Limits Of Insurance (SECTION III) not otherwise modified by this endorsement shall continue to apply as stipulated.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**DESIGNATED INSURED**


This endorsement modifies insurance provided under the following:

- BUSINESS AUTO COVERAGE FORM
- GARAGE COVERAGE FORM
- MOTOR CARRIER COVERAGE FORM
- TRUCKERS COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by this endorsement.

This endorsement identifies person(s) or organization(s) who are "insureds" under the Who Is An Insured Provision of the Coverage Form. This endorsement does not alter coverage provided in the Coverage Form.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Endorsement Effective: 11/1/13	Countersigned By:   (Authorized Representative)
Named Insured: FORD CONSTRUCTION COMPANY, INC.	

**SCHEDULE**

<b>Name of Person(s) or Organization(s):</b>  WHERE REQUIRED BY WRITTEN CONTRACT.
---

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to the endorsement.)

Each person or organization shown in the Schedule is an "insured" for Liability Coverage, but only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured Provision contained in **Section II** of the Coverage Form.

# AGENDA TRANSMITTAL FORM

To: Board of Supervisors

*Ord.*

Date: 10/01/2014

From: Michael E. Ryan, Treasurer/Tax Collector  
(Department Head - please type)

Phone Ext. x443

<input type="radio"/> Regular Agenda
<input checked="" type="radio"/> Consent Agenda
<input type="radio"/> Blue Slip
<input type="radio"/> Closed Session
Meeting Date Requested: <u>10/07/2014</u>

Department Head Signature \_\_\_\_\_

Agenda Title: Ordinance Amending Chapter 3.32 of the Amador County Code

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

Approval of adoption and reading waiver of an Ordinance Amending Chapter 3.32 of the Amador County Code as it relates to installment payments by increasing the fee for payment of delinquent taxes in installments from \$80.00 to \$100.00.

Recommendation/Requested Action: \_\_\_\_\_

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

<p>Is a 4/5ths vote required? Yes <input checked="" type="radio"/> No <input type="radio"/></p> <p>Committee Review? Name <u>Administrative-9-15-14</u> N/A <input type="checkbox"/></p> <p>Committee Recommendation: <u>Approval</u></p>	<p>Contract Attached: <input type="radio"/> Yes <input type="radio"/> No <input type="radio"/> N/A</p> <p>Resolution Attached: <input type="radio"/> Yes <input type="radio"/> No <input type="radio"/> N/A</p> <p>Ordinance Attached: <input type="radio"/> Yes <input type="radio"/> No <input type="radio"/> N/A</p> <p>Comments: _____</p>
---	--

Request Reviewed by:

Chairman <u><i>[Signature]</i></u>	Counsel <u><i>GG</i></u>
Auditor <u><i>[Signature]</i></u>	GSA Director <u><i>[Signature]</i></u>
CAO <u><i>[Signature]</i></u>	Risk Management <u><i>[Signature]</i></u>

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

Treasurer/Tax Collector; Auditor

### FOR CLERK USE ONLY

Meeting Date <u>October 7, 2014</u>	Time <u>9 a.m.</u>	Item # <u>5A</u>
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	I hereby certify this is a true and correct copy of action(s) taken and entered into the official records of the Amador County Board of Supervisors.
Completed by _____	For meeting of _____	ATTEST: _____ Clerk or Deputy Board Clerk

**AGENDA TRANSMITTAL FORM**

*Misc. Appts & Resign*

<input type="radio"/>	Regular Agenda
<input checked="" type="radio"/>	Consent Agenda
<input type="radio"/>	Blue Slip
<input type="radio"/>	Closed Session
Meeting Date Requested:	
10/07/2014	

To: Board of Supervisors

Date: 09/30/2014

From: Louis D. Boitano, District 4 Supervisor  
(Department Head - please type)

Phone Ext. 470

Department Head Signature \_\_\_\_\_

Agenda Title: Commission on Aging

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

Approval of the re-appointment of Ms. Floy Goulart to the subject Commission for a three year term.  
October 7, 2014 thru October 6, 2017 District IV, Regular Member

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? Name \_\_\_\_\_ N/A

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

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

Request Reviewed by:

Chairman JAV Counsel CG  
 Auditor EJK GSA Director HCP  
 CAO AL Risk Management DM

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

Confirmation letter to appointee; cc: Laurie Webb at the Senior Center, 229 New York Ranch Road, Jackson, CA 95642

**FOR CLERK USE ONLY**

Meeting Date October 7, 2014 Time 9 a.m. Item # 6A

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

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

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

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

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

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

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

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

Department \_\_\_\_\_  
For meeting \_\_\_\_\_  
of \_\_\_\_\_

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

Save

Print Form

**AGENDA TRANSMITTAL FORM**

*Misc. Appts  
& Resign.*

<input type="radio"/>	Regular Agenda
<input checked="" type="radio"/>	Consent Agenda
<input type="radio"/>	Blue Slip
<input type="radio"/>	Closed Session
Meeting Date Requested:	
10/07/2014	

To: Board of Supervisors

Date: 09/30/2014

From: Richard M. Forster, District 2 Supervisors  
(Department Head - please type)

Phone Ext. 470

Department Head Signature \_\_\_\_\_

Agenda Title: Commission on Aging

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

Approval of the re-appointment of Mr. Chester "Skip" Schaufel to the subject Commission for a three year term.  
October 7, 2014 thru October 6, 2017 District II, Regular Member

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 *Law*

Counsel *GG*

Auditor *ED*

GSA Director *lp*

CAO *pl*

Risk Management *Grant*

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

Confirmation letter to appointee; cc: Laurie Webb at the Senior Center, 229 New York Ranch Road, Jackson, CA 95642

**FOR CLERK USE ONLY**

Meeting Date October 7, 2014 Time 9 a.m. Item # 6B

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

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

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

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

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

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

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

Department \_\_\_\_\_

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

For meeting \_\_\_\_\_

ATTEST: \_\_\_\_\_

of \_\_\_\_\_

Clerk or Deputy Board Clerk

Save

Print Form

# AGENDA TRANSMITTAL FORM

To: Board of Supervisors

Date: 10/01/2014

From: Theodore F. Novelli, Chairman  
(Department Head - please type)

Phone Ext. 470

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

Meeting Date Requested:  
10/07/2014

*Misc.*

Department Head Signature \_\_\_\_\_

Agenda Title: Amador Water Agency

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

Approval of a request for reimbursement by the subject Agency in the amount of \$57,571.96 from the \$150,000.00 grant for the Lake Camanche Water System.

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

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

Committee Review?

N/A

Name Administrative-9-15-14

Committee Recommendation:

Approval

Request Reviewed by:

Chairman *[Signature]*

Counsel *[Signature]*

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)

### FOR CLERK USE ONLY

Meeting Date

October 7, 2014

Time

9 a.m.

Item #

7A

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