

AGENDA TRANSMITTAL FORM

To: Board of Supervisors

Date: March 1, 2016

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

Phone Ext. X759

Department Head Signature _____

<input checked="" type="checkbox"/>	Regular Agenda
<input type="checkbox"/>	Consent Agenda
<input type="checkbox"/>	Blue Slip
<input type="checkbox"/>	Closed Session
Meeting Date Requested:	
<u>03/08/16</u>	

Agenda Title: Approval of Architectural Agreement with Nacht & Lewis and Jail Expansion Progress Report

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

Delivery of Staff progress report for the Jail Project with discussion and possible action relative to the approval of an agreement with Nacht & Lewis for architectural services. Please see the attached memorandum.

Recommendation: 1) Approve Nacht & Lewis agreement for architectural services in the amount of \$1,564,455.00 and; 2) Delegate authority to the General Services Director to approve and pay architectural invoices and an amount not to exceed of \$55,000.00 for any minor changes as needed and; 3) Authorize the General Services Director to issue RFP's for construction management services for the Jail Expansion Project.

Recommendation/Requested Action:

See above

Fiscal Impacts (attach budget transfer form if appropriate)

Staffing Impacts Unknown

Budgeted

Is a 4/5ths vote required?

Yes

No

Contract Attached:

Yes

No

N/A

Resolution Attached:

Yes

No

N/A

Ordinance Attached:

Yes

No

N/A

Comments:

Committee Review?

N/A

Name _____

Committee Recommendation:

Request Reviewed by:

Chairman _____

Counsel GC

Auditor JOR

GSA Director Hop

CAO _____

Risk Management MD

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

GSA Director - Jon Hopkins; Auditor - Electronically Risk

FOR CLERK USE ONLY

Meeting Date

3-8-16

Time _____

Item #

8

Board Action: Approved Yes ___ No ___

Unanimous Vote: Yes ___ No ___

Ayes: _____

Resolution _____

Ordinance _____

Other: _____

Noes _____

Resolution _____

Ordinance _____

Absent: _____

Comments: _____

Distributed on _____

A new ATF is required from _____

Department _____

For meeting _____

of _____

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

ATTEST: _____

Clerk or Deputy Board Clerk

Save

GENERAL SERVICES ADMINISTRATION

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

LOCATION: 12200-B Airport Road, Martell, CA

PHONE: (209) 223-6759 FAX: (209) 223-0749 E-MAIL: jhopkins@amadorgov.org



MEMORANDUM

TO: Board of Supervisors
FROM: Jon Hopkins, GSA Director *JHP*
DATE: March 1, 2016
RE: Approval of Architectural Agreement with Nacht & Lewis and Jail Expansion Progress Report and Information for Discussion and Possible Action

On July 14, 2015 GSA provided an updated Jail Expansion Progress Report and Information for Discussion and Possible Action. Included in this memo is updated information for the Board and attached is our Architectural Contract for Component II Phases 3 through 9 with Nacht & Lewis that solidifies the remaining architectural work needed to complete the Jail Expansion Project. Items for possible discussion are:

1. Approval of the Architectural Agreement with Nacht & Lewis.
2. Authorizing GSA Director to issue RFP's for Construction Management Services.
3. Summary of Component I & Component II costs.

An updated accounting of work for Component I & II is listed below:

<u>Component I</u>	<u>Total Funds approved</u>	<u>\$168,205.00</u>
1) Nacht & Lewis Contract (funded from CFF) Paid in Full		\$128,205.00
2) Biological (AES)		\$ 4,500.00
3) Geotechnical (Neil Anderson)		\$ 6,400.00
4) Surveying (Toma and Associates) (Property boundary map, easement exhibit map, tree survey, utility survey, legal descriptions, title reports for surrounding properties)		\$ 5,335.00
5) Public Works and equipment rental for removing trees and cutting-in temporary road.		\$ 3027.47
6) Technical Advisory Fees and State Fees (not billed yet)		\$ 378.00
7) Re-location of 911 mobile unit (to be coordinated with design)		\$ 454.82
8) Preliminary Title Report for County property		\$ 500.00
9) Ground Penetrating Radar Survey (Neil Anderson)		\$ 5,900.00
10) Public Notices and Legal Ads		\$ 532.74
11) Office supplies (i.e. binders, ink, etc.)		\$ 116.76
12) Fish and Game Fees		\$ 2,210.00
13) Property Appraisal (Mike Wright)		\$ 2,500.00
14) Utilities location (miscellaneous supplies, paint, flags, copies of maps)		\$ 67.56
Total expenditures		<u>\$160,127.35</u>
Funds remaining to complete County work for Component I		\$ 8,077.65

Component II	Total Funds approved	\$500,000.00
<hr/>		
Real Estate Due Diligence (updated the preliminary report to include the entire County parcel and to adjust boundaries removing the past COP obligations)		\$ 600.00
Storm water prevention materials (waddles, straw, stakes screening)		\$ 1,033.75
Surveying – updated easement exhibit map to match updated preliminary Report		\$ 300.00
		<hr/>
Total expenditures		\$ 1,933.75
Funds remaining to complete County work for Component II		\$498,066.25

CFF:

Total CFF remaining as of February 29, 2016 (less the \$168,205.00 & \$500,000.00 partially expended and transferred for the jail project)	Total	\$ 58,758.44
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Notable Costs:

After award in December 2015 estimated reimbursable costs needed to carry forward approximately 2 months after NTP	\$3,315,381.00
Estimated out-of-pocket costs for the project	\$614,634.00
Projected additional Jail staffing and operational cost FY18/19	\$945,972.00

Notable Points:

1. Conditional Award was granted to the County from BSCC on December 17, 2015.
2. Real Estate Due Diligence documentation was submitted to State Department of General Services on March 3, 2016 ahead of scheduled date of April 13, 2016.

Recommendation: 1) Approve Nacht & Lewis agreement for architectural services in the amount of \$1,564,455.00 and; 2) Delegate authority to the General Services Director to approve and pay architectural invoices and an amount not to exceed of \$55,000.00 for any minor changes as needed and; 3) Authorize the General Services Director to issue RFP's for construction management services for the Jail Expansion Project.

**AGREEMENT FOR ARCHITECTURAL AND ENGINEERING SERVICES FOR JAIL
EXPANSION**

THIS AGREEMENT FOR ARCHITECTURAL AND ENGINEERING SERVICES (this "Agreement") is made as of **March 8, 2016**, in the City of Jackson, State of California, by and between Nacht & Lewis, Inc. ("Consultant") and the COUNTY OF AMADOR, a political subdivision of the State of California ("County").

R E C I T A L S

A. County is in the process of planning and constructing an expansion of the existing jail located at 700 Court Street, Jackson, California; The Jail Expansion Project is referred to as the "Project."

B. Consultant or its principal is an architect holding a valid license under the laws of the State of California. Consultant represents that it is qualified to provide the services required by County as set forth under this Agreement.

C. County desires to retain Consultant, and Consultant desires to be hired by County, to provide architectural and engineering services to prepare for on-site planning, development, design, programing and construction consisting of plans, specifications, construction cost estimates, administration and all other documents and services required for construction of the Jail Expansion Project upon the terms set forth in this Agreement.

NOW, THEREFOR, the parties agree as follows:

1. Definitions. Where any word or phrase defined below, or a pronoun used in place thereof, is used in any part of this Agreement, it shall have the meaning set forth in this Section 1:

Agreement: This Agreement together with all attachments and appendices and other documents incorporated herein by reference, including, but not limited to, **Appendices A, B and C** attached hereto.

Construction Manager: To be determined at a later date.

Consultant: Nacht & Lewis - Eric Fadness, Architect of Record for the Project.

Project: Jail Expansion Project, 700 Court Street, Jackson, CA

Services: All work, labor, materials and services required under the terms and conditions of this Agreement, provided pursuant to the terms and conditions of this Agreement, including without limitation to architectural, engineering, coordination and administrative services and all services contemplated in the practice of architecture and engineering required for this project and; other services including without limitation, listed in **Appendices A, B, and C**.

Subconsultants: Consultant's consultants, subconsultants, contractors and subcontractors, of any tier.

2. Services Consultant Agrees to Perform.

- 2.1 Consultant shall perform all Services described in **Appendix A**. Services to be Provided by Consultant, attached hereto and incorporated by reference as though fully set forth herein.
- 2.2 Consultant shall complete all Services required by this Agreement within the times specified in the Milestone Schedule in **Appendix B**. Consultant agrees that the schedule set forth on **Appendix B** includes reasonable allowances for all time required for County's review and approval of deliverables and for approval of the deliverables by all authorities having jurisdiction over the Project and the Services. Consultant shall achieve its scheduled Milestones shown on **Appendix B** unless an excusable event causes delay, and unless Consultant gives written notice of the excusable event and requests a time extension within ten (10) days of the occurrence of the excusable event. (Excusable events shall be limited to acts of neglect by County or County's agents or consultants when acting at County's direction, breaches of this Agreement by County, Acts of God such as fire, flood, earthquake, or epidemic, or delay by a construction contractor during the construction phase of the Project, or any other circumstances beyond Consultant's control). If the period of delay caused by an excusable event occurs concurrently with a Consultant-caused or other non-excusable delay, County may (but shall not be required to) grant a time extension without compensation.
- 2.3 Consultant may recover extra costs resulting from excusable delay upon showing that the costs claimed (i) resulted from time and/or expenses actually incurred in performing Services, (ii) were incurred by Consultant as a direct result of the delay and not otherwise within Consultant's scope of Services, and (iii) are documented to the County's satisfaction. (For example, and not by way of limitation, contract punchlist, final inspection Services and commissioning, whenever performed, and Services related to correcting deficiencies in Consultant's work, shall be within Consultant's scope of Services and shall not entitle Consultant to additional compensation regardless of when performed.)
- 2.4 Should the progress of the Services under this Agreement at any time fall behind schedule for any reason other than excusable delays, Consultant shall apply such additional manpower and resources as necessary to bring progress of the Services under this Agreement back on schedule and consistent with the standard of professional skill and care required by this Agreement. Time is of the essence in the performance of this Agreement.

3. Term of Agreement. All work comprising the Services shall be performed under and according to the terms of this Agreement. This Agreement shall conclude upon the completion of the Project and full acceptance of those State of California Departments or Agencies having authority over the project.

4. Compensation.

- 4.1 County shall pay Consultant compensation according to the Compensation Schedule established in **Appendix C**, Compensation to Consultant. Subject to paragraph 4.3 below, County shall pay Consultant in monthly payments on or before the last day of each month for Services in an amount which the County, in its sole discretion, concludes is the value of the Services which have been properly performed as of the last day of the

immediately preceding month and is due under **Appendix C**. Monthly invoices will be issued by Consultant for all services performed under this Agreement. Invoices shall reference the project title and shall provide a breakdown of percentage of work completed by project phase.

- 4.2 County shall retain ten percent (10%) of each invoice until completion of all Services under this Agreement by the Consultant. Retained portions shall be released with the final payment provided Consultant has satisfactorily performed its obligations under this Agreement. Except to the extent provided by California Civil Code §3320 (including successor statutes), in no event shall County be liable for interest, late charges, penalties or other amounts for any late payments.
- 4.3 County shall not incur any charges under this Agreement, nor shall any payments become due to Consultant for any payment period on the Project, until County receives all deliverables required under **Appendix B** for the payment period (if any) and reasonably accepts such deliverables as meeting the requirements of this Agreement. In cases where Consultant has partially completed one or more deliverables due during a payment period, and if Consultant demonstrates diligent progress thereon, then County shall make a partial progress payment based upon Consultant's percentage completion of the partially completed deliverables and diligent progress but taking into account any adverse impacts upon County.
- 4.4 County will not withhold an entire payment if a questioned amount is involved, but will issue payment in the amount of the total invoice less any questioned amount(s). County will make payment for questioned amounts(s) following County's receipt of any requested documentation verifying the claimed amount(s) and County's determination that the amount is due under the terms of this Agreement. County shall advise Consultant, in writing, within fifteen (15) days of receipt of the requested documentation of County's determination as to the amount due to Consultant. Final payment will be made when all Services required under this Agreement have been completed to the reasonable satisfaction of County including, without limitation, Consultant's transmittal of all deliverables to County required in this Agreement.
- 4.5 Invoices furnished by Consultant under this Agreement must be in a form acceptable to County. All amounts paid by County to Consultant shall be subject to audit by County. County shall make payment to Consultant at the address stated below in Section 20. Notice to the Parties.
- 4.6 County may set off against payments due Consultant under this Agreement any sums that County determines that Consultant owes to County because of Consultant's errors, omissions, breaches of this Agreement, delays or other acts that caused County monetary damages. The County shall not withhold amounts from Consultant's compensation to impose a penalty or liquidated damages on the Consultant, unless the Consultant agrees. In the event of a dispute arising from alleged errors, omissions, breaches of this agreement, or delays that caused the County monetary damages, for which the County contends Consultant is responsible, the County may withhold fees from the Consultant equal to the value of that portion of the monetary damages directly caused by Consultant's alleged errors, omissions, breaches of this agreement, or delays, or ten percent (10%) of Consultant's total fees, whichever is lesser. Thereafter, County and Consultant agree to meet in good faith within 30 days of the dispute arising and to negotiate and resolve any fee dispute arising from alleged errors, omissions, breaches of

this agreement, or delays. If good faith negotiations do not resolve the dispute, County and Consultant shall enter into voluntary mediation (fees to be shared equally) to work to resolve any fee dispute arising from alleged errors, omissions, breaches of this agreement, or delays.

5. Maximum Costs.

- 5.1 County's payment obligation hereunder shall not at any time exceed the amount approved by the Board of Supervisors or the General Services Director for payment to the Consultant for that phase pursuant to the terms of this Agreement.
- 5.2 Except as may be provided by applicable law governing emergency conditions or as described in section 5.3 below, County has not authorized its employees, officers and agents to request Consultant to perform Services or to provide materials, equipment and supplies that would result in Consultant performing Services or providing materials, equipment and supplies that exceed the scope of the Services, materials, equipment and supplies agreed upon in this Agreement, unless the County amends this Agreement in writing to authorize the additional Services, materials, equipment or supplies.
- 5.3 Alterations, modifications or extras ("Change Orders") that result in a change in the Contract Price or Contract Time, or both, shall be effected in writing that has been approved by the General Services Director or the County Administrative Officer for amounts not to exceed \$10,000 per modification or in the aggregate 10% of the compensation listed in **Appendix C**. Modifications in excess of those amounts must be approved by the Board of Supervisors.
- 5.4 County shall not reimburse Consultant for Services, materials, equipment or supplies provided by Consultant beyond the scope of the Services, materials, equipment and supplies agreed upon in this Agreement unless approved by a written amendment to this Agreement executed by County's Board of Supervisors.
- 5.5 County shall authorize Consultant to begin work for each phase of the project. Under no circumstances shall Consultant proceed with any phase of work as described on **Appendix C** unless expressly authorized by the County in writing.

6. Qualified Personnel.

- 6.1 For purposes of this Agreement, County shall direct all communications to Consultant through Eric Fadness Principal and Architect of Record (License C 25272#); and Consultant shall direct all communications to County through Jon Hopkins, County Construction Administrator, with copies to the County's Construction Manager.
- 6.2 Services under this Agreement shall be performed only by competent personnel under the supervision of or in the employ of Consultant. Consultant shall conform with County's reasonable requests regarding assignment of personnel, but all personnel, including those assigned at County's request, and shall be supervised by Consultant.
- 6.3 Consultant agrees that all professional firms assigned to the Project will be listed in **Appendix "A"**, attached hereto and by this reference incorporated herein, and that the listed firms will continue their assignments on the Project during the entire term

of this Agreement. It is recognized that the listed firms are not bound by personal employment contracts to Consultant. Consultant agrees that reassignment of any of the listed firms during the Agreement period shall only be with other professional firms who have equivalent experience and shall require the prior written approval of County. Any costs associated with reassignment of firms shall be borne exclusively by Consultant.

7. Representations.

- 7.1 Consultant represents that it has reviewed **Appendix A**, "Services", and that in its professional judgment the Services to be performed under this Agreement can be performed for a fee within the maximum amount set forth in the "Compensation Schedule" established in **Appendix "C"**, "Compensation to Consultant", and within the times specified in **Appendix "B"**, "Milestone Schedule".
- 7.2 Consultant shall supervise and direct the Work, using Consultant's best skill and attention. Consultant shall be solely responsible for all methods, techniques, sequences and procedures, and shall coordinate all portions of the Work. County will deal only through Consultant, who shall be responsible for the proper execution of the entire Work.
- 7.3 Consultant represents that it or its subconsultants are qualified to perform the Services and possesses the necessary licenses, permits, qualifications, and approvals of whatsoever nature that are legally required for Consultant to practice its profession and to perform the Work. Consultant represents and warrants to County that Consultant shall, at its sole cost and expense, keep in effect at all times during the term of this Agreement any licenses, permits, and approvals that are legally required for Consultant or its subconsultants to practice its profession and perform the Work. Consultant also represents that it has extensive knowledge of all applicable building codes, laws, regulations, and ordinances; especially those related to Jails.
- 7.4 Consultant represents that it and its subconsultants have specialized expertise in architectural or engineering services similar to those intended for the Project. Consultant agrees that the Services shall be performed in a manner that conforms to the highest standards of architectural and/or engineering practice observed by specialist(s) performing services similar to the services depicted in this Agreement.
- 7.5 The granting of any progress payment by County, or the receipt thereof by Consultant, or any inspection, review, approval or oral statement by any representative of County or any other governmental entity, shall in no way waive or limit the obligations in this section or lessen the liability of Consultant to re-perform or replace unsatisfactory Services, including but not limited to cases where the unsatisfactory, defective, or below standard Services may not have been apparent or detected at the time of such payment, inspection, review or approval.
- 7.6 Consultant shall be responsible for its work and results under this Agreement. Consultant, when requested, shall furnish clarification and/or explanation as may be required by the County, regarding any services rendered under this Agreement at no additional cost to the County. In the event an error or omission attributable to Consultant occurs, then Consultant shall, at no cost to County, provide all necessary design drawings, estimates, and other professional services necessary to rectify and correct the matter to the sole satisfaction of County and to participate in any meeting with regard to

the correction.

8. Indemnification and General Liability.

8.1 Commercial General Liability. As respects the operations of Consultant under this Agreement for other than the performance of professional services, notwithstanding any other provision to the contrary in this or any other agreement governing the performance of Services provided hereunder, and to the fullest extent permitted by law, Consultant hereby releases and agrees to assume all liability for and shall defend (at County's request), indemnify and hold County and County's agents, board members, elected and appointed officials and officers, employees, volunteers and authorized representatives ("Indemnified Parties") harmless from and against any and all losses, claims, suits, liabilities, penalties, damages, costs (including reasonable attorney's fees), or expenses on account of injuries, disease, or death to any person (including Consultant's employees), or damage to property, or any type of claim, loss, suit, damage, cost, or liability ("Damages"), without regard to the cause or causes thereof, arising out of or alleged to arise out of the Consultant's or its employees' or subcontractors' performance of the Services under this Agreement. Consultant's obligation to defend, hold harmless and indemnify an Indemnitee shall not apply to the extent that such Damages are caused by the sole active negligence, or sole willful misconduct of an Indemnified Party.

8.2 Professional Liability. As respects Consultant's performance of professional services under this Agreement, notwithstanding any other provision to the contrary in this or any other agreement governing the performance of Professional Services provided hereunder, and to the fullest extent permitted by law, Consultant hereby releases and agrees to indemnify and hold harmless the Indemnified Parties from and against any and all losses, liabilities, penalties, damages, costs (including reasonable attorney's fees), or expenses on account of injuries, disease, or death to any person (including Consultant's employees), or damage to property, or any type of loss, damage, cost, or liability ("Damages"), to the extent caused by the Consultant's (including Consultant's employees, agents and subcontractors) negligent performance of the Services under this Agreement. Regarding professional liability claims, Consultant shall have no upfront duty to defend the Indemnified Parties, but shall reimburse County its legal fees and defense costs to the extent ultimately determined to be caused by Consultant's negligence, including the negligence of those for whom Consultant is legally liable."

8.3 Consultant shall defend (with legal counsel reasonably acceptable to the County), indemnify and hold harmless the Indemnitees from all loss, cost, damage, expense, liability or claims, in law or in equity, including attorneys' fees, court costs, litigation expenses and fees of expert consultants or expert witnesses, that may at any time arise for any intentional or negligent infringement of the patent rights, copyright, trade secret, trade name, trademark, service mark or any other proprietary right of any person or persons in consequence of the use by County, or any of the other indemnitees, of articles or Services to be supplied in the performance of this Agreement.

8.4 To the extent there is an obligation to indemnify under this Section 8, Consultant shall be responsible for incidental and consequential damages resulting in whole or in part from Consultant's negligent acts or omissions.

8.5 Consultant shall place in its subconsulting agreements and cause its Subconsultants to

agree to indemnities and insurance obligations in favor of County and other Indemnitees in the exact form and substance of those contained in this Agreement. Consultant shall require all subconsultants to comply with all indemnification and insurance requirements of this agreement, and Consultant shall verify subconsultant's compliance.

9. Obligations of County.

- 9.1 In addition to its payment obligations under this Agreement, County shall provide the following to Consultant: (1) Boundary and topographic survey information and; (2) all existing documents and information applicable to any assigned project constituting the Work. Consultant shall be responsible for verifying the accuracy of any information or reports prepared by third parties.
- 9.2 Notwithstanding any other provision of this Agreement, in no event shall County be liable, regardless of whether any claim is based on contract or tort, for any special, consequential, indirect or incidental damages, including, but not limited to, lost profits or revenue, arising out of or in connection with this Agreement or the Services performed in connection with this Agreement.
- 9.3 County shall not be responsible for any damage to persons or property as a result of the use, misuse or failure of any equipment used by Consultant, or by any of its employees, even though such is equipment to be furnished rented or loaned to Consultant by County. The acceptance or use of such equipment by Consultant or any of its employees shall be construed to mean that Consultant accepts full responsibility for and agrees to exonerate, indemnify, defend and hold harmless the County from and against any and all claims for any damage or injury of any type, including attorneys' fees, arising from the use, misuse or failure of such equipment, whether such damage be to the Consultant, its employees, or to property belonging to any of the above.
- 9.4 Nothing in this Agreement shall constitute a waiver or limitation of any right or remedy, whether in equity or at law, that County may have under this Agreement or any applicable law. All rights and remedies of County, whether under this Agreement or other applicable law, shall be cumulative.

10. Independent Contractor; Payment of Taxes and Other Expenses.

- 10.1 Consultant shall be deemed at all times to be an independent contractor and shall be wholly responsible for the manner in which Consultant performs the Services required of Consultant by the terms of this Agreement. Consultant shall be liable for the acts and omissions of its Subconsultants, employees and agents.
- 10.2 Nothing contained herein shall be construed as creating an employment, agency or joint venture relationship between County and Consultant. Consultant acknowledges that neither it nor any of its employees or agents shall, for any purpose whatsoever, be deemed to be County employees, and shall not be entitled to receive any benefits conferred on County employees, including without limitation workers' compensation, pension, health, insurance or other benefits.
- 10.3 Nothing in this Agreement shall operate to confer rights or benefits on persons or entities that are not parties to this Agreement.

11. Insurance.

11.1 Consultant 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 (CGL): Commercial General Liability Insurance is required with limits of not less than One Million Dollars (\$1,000,000) per "Occurrence," including products-completed operations, personal & advertising injury. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.

11.1.2 Commercial Automobile Liability Insurance with limits of not less than \$1,000,000 per accident for bodily injury and property damage is required in the event motor vehicles are used in the course of this contract. 11.1.3

11.1.3 Professional Liability - (Errors and Omissions) Insurance with limits not less than \$1,000,000 per claim, \$2,000,000 aggregate.

If the policy provides coverage on a claims-made basis:

1. The Retroactive Date must be shown and must be before the date of the contract or the beginning of contract work.

2. Insurance must be maintained and evidence of insurance must be provided for at least three (3) years after completion of the contract of work.

3. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, the Consultant must purchase "extended reporting" coverage for a minimum of (three) years after completion of contract work.

If the Consultant maintains higher limits than the minimums shown above, the Entity requires and shall be entitled to coverage for the higher limits maintained by the Consultant.

11.2 Consultant shall furnish a certificate of insurance and policy endorsements satisfactory to the Amador County Office of Risk Management, as evidence that the insurance required above is being maintained; such documents shall be furnished to the Amador County Office of Risk Management, 810 Court Street, Jackson, CA 95642, faxed to (209) 223-6426, or emailed to risk@amadorgov.org. **Certificates and endorsements shall refer to the project or work. Certificates of Insurance shall list the Certificate Holder as: County of Amador, Attn: Risk Management, 810 Court Street, Jackson, CA 95642.**

All certificates and endorsements are to be received and approved by the County of Amador before Work commences. Failure to obtain the required documents prior to the Work beginning shall not waive the Consultant's obligation to provide them. The County of Amador reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

11.3 Certificates of insurance and policy endorsements must include the following provisions:

- 11.3.1 The insurer will not cancel the insurance coverage without thirty (30) days prior written notice to County; and
- 11.3.2 Commercial General Liability and Commercial Automobile Liability policies shall be endorsed to name the County of Amador, its officers, employees, and volunteers as additional insureds, but only insofar as the operations under this Agreement are concerned.
- 11.3.3 Consultant's Commercial General Liability insurance coverage shall be primary insurance as respects the County, its officers, officials, employees and designated volunteers. Any insurance or self-insurance maintained by the County, its officers, officials, employees or volunteers shall be in excess of Consultant's insurance and shall not contribute with it.
- 11.4 Consultant shall require each of its subconsultants 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.
- 11.5 Consultant shall be responsible for payment of any deductible or any self-insured retention contained in any insurance policy required under this Agreement. Any deductible or self-insured retention must be declared to and approved by County's Risk Manager prior to beginning the Work. If any deductible or self-insured retention is deemed unacceptable by County's Risk Manager, either (i) Consultant'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) Consultant shall provide a financial guarantee, satisfactory to County's Risk Manager, guaranteeing payment of losses and related investigations, claim administration, and defense expenses. Upon notice to either County or Consultant of any actual or alleged claim or loss arising out of or in connection with the Work, Consultant shall immediately satisfy in full any self-insured retention provisions of Consultant's policy in order to trigger policy coverage and defense for Consultant, additional insureds, and any indemnified party. Policies with self-insured retentions must be endorsed to allow the County to pay the self-insured retention in the event the Consultant is unable to or refuses to pay the self-insured retention.
- 11.6 Waiver of Subrogation: Consultant hereby grants to County a waiver of any right to subrogation which any insurer of said Consultant may acquire against the County by virtue of the payment of any loss under such insurance. Consultant agrees to obtain any endorsement that may be necessary to effect this waiver of subrogation, but this provision applies regardless of whether or not the County has received a waiver of subrogation endorsement from the insurer.
- 11.7 County reserves the right to modify these requirements at any time, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.
- 12. Workers' Compensation 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, Consultant is required to secure the payment of compensation to his employees and shall for that purpose obtain and keep in effect adequate Workers' Compensation Insurance. Consultant 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, officials, employees, representatives, or agents.

13. Documents and Records. Upon completion or termination of this Agreement, County shall be entitled to ownership and immediate possession of , and Consultant shall furnish, on request, all computations, plans & drawings, costs estimates, correspondence and other pertinent data gathered or computed by Consultant for the Work prior to termination. Consultant shall preserve these records for a period of at least seven (7) years following the close of the County fiscal year in which the services were rendered. All Records shall be provided electronically and in hard copy to County in the latest version of Word and AutoCAD. All drawings shall also be provided in PDF format on 11"x17" and 24"x36" scale.
14. Public Records Act Disclosure. Consultant has been advised and is aware that all reports, documents, information and data including, but not limited to, computer tapes, discs or files furnished or prepared by Consultant, or any of its subconsultants, and provide to County may be subject to public disclosure as required by the California Public Records Act (California Government code Section 6250 et seq.J). Exceptions to public disclosure may exist for those documents or other information that qualify as trade secrets, as that term is defined in the California Government Code Section 6254.7. County will endeavor to maintain as confidential all information obtained by its Consultant has designated in writing to County as a trade secret. County shall not, in any way, be liable or responsible for the disclosure of any trade secret including, without limitation, those records so marked or marked by Consultant if disclosure is deemed by County to be required by law or by court order.
15. Conflict of Interest.
 - 15.1 Consultant warrants and represents that it presently has no interest and covenants that it will not acquire any interest, direct or indirect, that represents a financial conflict of interest under state law or that would otherwise conflict in any manner or degree with the performance of the Work. Consultant further agrees that in the performance of this Agreement no person having any such interest shall be employed by Consultant. Consultant represents that it is familiar with Section 1090 and Section 87100, et seq., of the Government Code of the State of California, and that it does not know of any facts that constitute a violation of said sections.
 - 15.2 Consultant represents that it has completely disclosed to County all facts bearing upon any possible interests, direct or indirect, which Consultant believes any member of County, or other officer, agent or employee of County or any department presently has, or will have, in this Agreement, or in the performance thereof, or in any portion of the profits thereunder. Willful failure to make such disclosure, if any, shall constitute ground for termination of this Agreement by County for cause.
16. Termination of Agreement for Cause.
 - 16.1 If at any time County (i) believes that Consultant may not be adequately performing its obligations under this Agreement, (ii) believes that Consultant may fail to complete the Services as required by this Agreement, or (iii) has provided written notice of observed deficiencies in Consultant's performance, County may request from Consultant prompt written assurances of performance and a written plan to correct the observed deficiencies

in Consultant's performance. Consultant shall provide such written assurances and written plan within ten (10) calendar days of receipt of County's request. Consultant acknowledges and agrees that any failure to provide written assurances and a written plan to correct observed deficiencies, in the required time, is a material breach under this Agreement.

16.2 Consultant shall be in default of this Agreement and County may, in addition to any other legal or equitable remedies available to County, terminate Consultant's right to proceed under this Agreement, upon the occurrence of any of the following, without limitation as to other breaches of this Agreement:

16.2.1 Consultant makes an assignment for the benefit of creditors, admits in writing its inability to pay its debts as they become due, files a voluntary petition in bankruptcy, is adjudged a bankrupt or insolvent, files a petition or answer seeking for itself any reorganization, arrangement, composition, readjustment, liquidation, dissolution, or similar relief under any present or future statute, law, or regulation, files any answer admitting or not contesting the material allegations of a petition filed against Consultant in any such proceeding, or seeks, consents to, or acquiesces in the appointment of any trustee, receiver, custodian or liquidator of Consultant or of all or any substantial part of the properties of Consultant; or Consultant, its directors or shareholders takes action to dissolve or liquidate Consultant; or

16.2.2 Consultant commits a material breach of this Agreement and fails to cure such breach within ten (10) calendar days of the date of notice from County to Consultant demanding such cure; or, if such failure is curable but not curable within such ten (10) day period, within such period of time as is reasonably necessary to accomplish such cure. (In order for Consultant to avail itself of this time period in excess of ten (10) calendar days, Consultant must provide County within the ten (10) day period a written plan acceptable to County to cure the breach, and then diligently commence and continue such cure according to the written plan); or

16.2.3 Consultant violates or allows a violation of any valid law, statute, regulation, rule, ordinance, permit, license or order of any governmental agency in effect at the time of performance of the Services and applicable to the Project or Services, and fails to cure such violation within ten (10) days of the date of the notice from County to Consultant demanding such cure; or, if such failure is curable but not curable within such ten (10) day period, within such period of time as is reasonably necessary to accomplish such cure. (In order for Consultant to avail itself of this time period in excess of ten (10) calendar days, Consultant must provide County within the ten (10) day period a written plan to cure said violation acceptable to County, and then diligently commence and continue performance of such cure according to the written plan.)

16.3 In the event of termination by County as provided herein for cause:

16.3.1 County shall compensate Consultant for the value of the Services delivered to County upon termination as determined in accordance with this Agreement, subject to all rights of offset and backcharges, but County shall not compensate Consultant for its costs in terminating the Services or any cancellation charges

owed to third parties;

16.3.2 Consultant shall deliver to County possession of all tangible aspects of the Services in their then condition, including but not limited to, all copies (electronic and hard copy) of designs, engineering, Project records, cost data of all types, drawings and specifications and contracts with vendors and Subconsultants, and all other documentation associated with the Project, and all supplies and aids dedicated solely to performing Services which, in the normal course of the Services, would be consumed or only have salvage value at the end of the Services period.

16.3.3 Consultant shall remain fully liable for the failure of any Services completed and drawings and specifications provided through the date of such termination to comply with the provisions of this Agreement. The provisions of this Section shall not be interpreted to diminish any right which County may have to claim and recover damages for any breach of this Agreement, but rather, Consultant shall compensate County for all loss, cost, damage, expense, and/or liability suffered by County as a result of such termination and failure to comply with this Agreement.

16.4 In the event a termination for cause is determined to have been made wrongfully or without cause, then the termination shall be treated as a termination for convenience, and Consultant shall have no greater rights than it would have had if a termination for convenience had been effected in the first instance. No other loss, cost, damage, expense or liability may be claimed, requested or recovered by Consultant.

17. Termination of Agreement for Convenience.

17.1 County may terminate performance of the Services under this Agreement in accordance with this Section in whole, or from time to time in part, whenever County shall determine that termination is in the County's best interests. Termination shall be effective by County delivering to Consultant, at least seven (7) calendar days prior to the effective date of the termination, a Notice of Termination specifying the extent to which performance of the Services under this Agreement is terminated.

17.2 After receipt of a Notice of Termination, and except as otherwise directed by County, Consultant shall:

17.2.1 Stop Services under this Agreement on the date and to the extent specified in the Notice of Termination;

17.2.2 Place no further orders or subcontracts (including agreements with Subconsultants) for materials, Services, or facilities except as necessary to complete the portion of the Services under this Agreement that is not terminated;

17.2.3 Terminate all orders and subcontracts to the extent that they relate to performance of Services terminated by the Notice of Termination;

17.2.4 Assign to County in the manner, at times, and to the extent directed by County, all right, title, and interest of Consultant under orders and subcontracts so terminated. County shall have the right, in its discretion, to settle or pay any or

all claims arising out of termination of orders and subcontracts;

- 17.2.5 Settle all outstanding liabilities and all claims arising out of such termination of orders and subcontracts, with approval or ratification of County to the extent County may require. County's approval or ratification shall be final for purposes of this clause;
 - 17.2.6 Transfer title and possession to County, and execute all required documents and take all required actions to deliver in the manner, at times, and to the extent, if any, directed by County, completed and uncompleted designs and specifications, Services in process, completed Services, supplies, and other material produced or fabricated as part of, or acquired in connection with performance of, Services terminated by the Notice of Termination (including mockups and model(s)), completed or partially completed plans, drawings, information, in whatever form (i.e., hard-copy and electronic), all intellectual property rights (including without limitation, to the extent applicable, all licenses and copyright, trademark and patent rights) and all other property and property rights which, if this Agreement had been completed, would have been required to be furnished to County;
 - 17.2.7 Complete performance of any part of the Services that were not terminated by the Notice of Termination; and
 - 17.2.8 Take such action as may be necessary, or as County may direct, for the protection and preservation of property related to this Agreement which is in Consultant's possession and in which County has or may acquire an interest.
- 17.3 After receiving a Notice of Termination, Consultant shall submit to County a termination claim, in the form and with such certification as County shall require. The claim shall be submitted promptly but in no event later than three (3) months from the effective date of the termination, unless one or more extensions in writing are granted by County upon Consultant's written request made within such 3-month period or authorized extension. However, if County determines that facts justify such action, it may receive and act upon any such termination claim at any time after such 3-month period or extension. If Consultant fails to submit the termination claim within the time allowed, County may determine, on basis of information available to it, the amount, if any, due to Consultant because of the termination. County shall then pay to Consultant the amount so determined.
- 17.4 Subject to the provisions of Section 17.3, Consultant and County may agree upon the whole or part of the amount or amounts to be paid to Consultant because of any termination of Services under this Section. The amount or amounts may include a reasonable allowance for profit on Services done. However, such agreed amount or amounts, exclusive of settlement costs, shall not exceed the total Agreement price as reduced by the amount of payments otherwise made and as further reduced by the price determined under this Agreement for Services not terminated. This Agreement may be amended accordingly, and Consultant shall be paid the agreed amount. Nothing in Section 17.5 (prescribing the amount to be paid to Consultant in the event Consultant and County are unable to agree upon the whole amount to be paid to Consultant because of termination of Services under this Section) shall be deemed to limit, restrict, or otherwise determine or affect the amount or amounts which the parties may agree should be paid to Consultant pursuant to this Section 17.4.

- 17.5 If Consultant and County fail, under Section 17.4, to agree on the whole amount to be paid to Consultant because of termination of Services under this Section, then County shall determine, on the basis of information available to it, the amount, if any, due to Consultant by reason of termination and shall pay to Consultant for Services specified in this Agreement performed before the effective date of Notice of Termination the amounts (without duplication of any items) for those Services determined as follows:
- 17.5.1 Reasonable cost to Consultant, without profit, for all Services performed prior to Notice of Termination, including Services done to secure the project for termination. In determining reasonable cost, deductions will be made for deficiently performed Services, rework caused by deficiently performed Services, cost of materials to be retained by Consultant, amounts realized by sale of materials, and for other appropriate credits against cost of Services. Reasonable cost will include reasonable allowance for project overhead and general administrative overhead not to exceed a total of ten (10) percent of direct costs of such Services.
- 17.5.2 Reasonable allowance for profit on the cost of Services performed prior to receipt of the Notice of Termination as determined under Section 17.5.1, provided Consultant establishes to the satisfaction of County that Consultant would have made a profit had this Agreement been completed and provided further, that profit allowed shall not exceed ten (10) percent of cost.
- 17.5.3 When, in the opinion of County, the cost of any item of Services is excessively high due to costs incurred to remedy or replace defective or rejected Services (including having to re-perform Services), reasonable cost to be allowed will be the estimated reasonable cost of performing Services in compliance with the requirements of this Agreement and excessive actual cost shall be disallowed.
- 17.5.4 Reasonable cost to Consultant of handling material returned to vendors, delivered to County or otherwise disposed of as directed by County.
- 17.6 Except as provided in this Agreement, in no event shall County be liable for costs incurred by Consultant (or Subconsultants) after receipt of a Notice of Termination. Such non-recoverable costs include, but are not limited to, anticipated profits on this Agreement or subcontracts, post-termination employee salaries, post-termination administrative expenses, post-termination overhead or unabsorbed overhead, costs of preparing and submitting claims or proposals, attorneys' fees or other costs relating to prosecution of the claim or a lawsuit, pre-judgment interest, or any other expense that is not reasonable or authorized under Section 17.5.
- 17.7 This section shall not prohibit Consultant from recovering costs necessary to discontinue further Services under this Agreement as provided for in Section 17.2 or costs authorized by County to settle claims from Subconsultants.
- 17.8 In arriving at the amount due Consultant under this Section there shall be deducted:
- 17.8.1 All unliquidated advance or other payments on account theretofore made to Consultant, applicable to the terminated portion of Agreement,
- 17.8.2 Any substantiated claim that County may have against Consultant in connection

with this Agreement, and

17.8.3 The agreed price for, or proceeds of sale of, any materials, supplies, or other things kept by Consultant or sold under the provisions of this Section, and not otherwise recovered by or credited to County.

17.9 If the termination for convenience hereunder is partial, before settlement of the terminated portion of this Agreement, Consultant may file with County a request in writing for equitable adjustment of price or prices specified in this Agreement relating to the portion of this Agreement that is not terminated. County may, but shall not be required to, agree on any such equitable adjustment. Nothing contained herein shall limit the right of County and Consultant to agree upon amount or amounts to be paid to Consultant for completing the continued portion of this Agreement when this Agreement does not contain an established price for the continued portion. Nothing contained herein shall limit County's rights and remedies at law.

18. Conflicts of Interest/Other Agreements.

18.1 Consultant represents that it is familiar with Section 1090 and Section 87100 et seq. of the Government Code of the State of California, and that it does not know of any facts that constitute a violation of those sections.

18.2 Consultant covenants that it presently has no interest, and shall not have any interest, direct or indirect, that would conflict in any manner with the performance of Services required under this Agreement. Without limitation, Consultant represents to and agrees with the County that Consultant has no present, and will have no future, conflict of interest between providing the County the Services hereunder and any interest Consultant may presently have, or will have in the future, with respect to any other person or entity (including but not limited to any federal or state wildlife, environmental or regulatory agency) which has any interest adverse or potentially adverse to the County, as determined in the reasonable judgment of the County. The provisions of this Section 18 shall remain fully effective indefinitely after termination of Services to the County hereunder.

18.3 Consultant represents that neither it nor any of Consultant's employees, officers or agents has any interest, however remote, in any other agreement with County, whether or not such agreement is with Consultant's firm, affiliate firms, or through separate employment, except as expressly itemized below. Failure to disclose such information will result in termination of this Agreement. These other agreements are: None.

19. Proprietary or Confidential Information of County; Publicity.

19.1 Consultant acknowledges and agrees that, in the performance of the Services under this Agreement or in the contemplation thereof, Consultant may have access to private or confidential information that may be owned or controlled by County and that such information may contain proprietary or confidential details, the disclosure of which to third parties may be damaging to County. Consultant agrees that all information disclosed by County to or discovered by Consultant shall be held in strict confidence and used only in performance of this Agreement. Consultant shall exercise the same standard of care to protect such information as a reasonably prudent Consultant would use to protect its own proprietary data, and shall not accept employment adverse to the County's

interests where such confidential information could be used adversely to the County's interests. Consultant agrees to notify the County immediately in writing if it is requested to disclose any information made known to or discovered by Consultant during the performance of or in connection with this Agreement.

19.2 Any publicity or press releases with respect to the Project or Services shall be under County's sole discretion and control. Consultant shall not discuss the Services or Project, or matters pertaining thereto, with the public press, representatives of the public media, public bodies or representatives of public bodies, without County's prior written consent. Consultant shall have the right, however, without County's further consent, to include representations of Services among Consultant's promotional and professional material, and to communicate with persons or public bodies where necessary to perform under this Agreement.

19.3 The provisions of this Section 19 shall remain fully effective indefinitely after termination of Services to the County hereunder.

20. Notice to the Parties. All notices to be given by the parties hereto shall be in writing and effective when served by depositing same in the United States Post Office, postage prepaid and addressed as follows:

To County:	Jon Hopkins County of Amador 12200-B Airport Road Jackson, CA 95642	And to:	Office of the County Counsel 810 Court Street Jackson, CA 95642
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To Consultant: Nacht & Lewis, Inc.
Attention: Eric Fadness
600 Q Street, Suite 100
Sacramento, CA 95811

To Construction Manager: **TBD**

21. Ownership of Results/Work for Hire.

21.1 Drawings, specifications and other documents, including those in electronic form, prepared by Consultant and its Subconsultants are Instruments of Service for use solely with respect to this Project. Consultant and its Subconsultants shall be deemed the authors and owners of their respective Instruments of Service and shall retain all common law, statutory and other reserved rights, including copyrights.

21.2 Upon execution of this Agreement, Consultant grants to Owner a nonexclusive license to reproduce Consultant's Instruments of Service solely for Owner shall comply with all obligations, including prompt payment of all sums when due, under this Agreement. Consultant shall obtain similar nonexclusive licenses from the Consultant's consultants consistent with this Agreement. Any termination of this Agreement prior to completion of the Project shall terminate this license. Upon such termination, Owner shall refrain from making further reproductions of the Instructions of Service and shall return to Consultant within seven (7) days of termination, all originals and reproductions in Owner's possession or control. If and

upon the date Consultant is adjudged in default of this Agreement, the foregoing license shall be deemed terminated and replaced by a second, non-exclusive license permitting Owner to authorize other similarly credentialed design professionals to reproduce and, where permitted by law, to make changes, corrections or additions to the Instruments of Service solely for the purpose of completing, using and maintaining the Project.

22. Audit and Inspection Records.

22.1 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 (3) years after final payment under the Agreement. Each party hereto shall retain all records relating to the performance of the Work and the administration of the Agreement for three (3) years after final payment hereunder.

22.2 Consultant shall maintain all drawings, specifications, calculations, cost estimates, quantity takeoffs, statements of construction costs and completion dates, schedules and all correspondence, internal memoranda, papers, writings, electronic media and documents of any sort prepared by or furnished to Consultant during the course of performing the Services and providing services with respect to the Project, for a period of at least seven (7) years following final completion and acceptance of the Project. All such records (except for materials subject to the attorney client privilege, if any) shall be available to County upon request at reasonable times and places. Monthly records of Consultant's personnel costs, Consultant costs, and reimbursable expenses pertaining to both Basic Services and Additional Services shall be kept on a generally recognized accounting basis, and shall be available to County upon request at reasonable times and places. Consultant shall not destroy any Project records until after advising County and allowing County to accept and store the records.

22.2 The rights and obligations established pursuant to this Section shall be specifically enforceable and survive termination of this Agreement.

23. Subcontracting/Assignment/County Employees.

23.1 Consultant and County agree that Consultant's unique talents, knowledge and experience form a basis for this Agreement and that the services to be performed by Consultant under this Agreement are personal in character. Therefore, except as specifically provided in this Agreement, Consultant shall not subcontract, assign or delegate any portion of this Agreement or any duties or obligations hereunder unless approved by County in a written instrument executed and approved in the same manner as this Agreement. Neither party shall, on the basis of this Agreement, contract on behalf of or in the name of the other party. Any agreement that violates this Section shall confer no rights on any party and shall be null and void.

23.2 Consultant shall use the subconsultants for the scopes of work listed in **Appendix "A"** and shall not substitute Subconsultants unless approved by written instrument executed and approved in the same manner as this Agreement.

23.3 To the extent Consultant is permitted by County in writing to subcontract, assign or subcontract any portion of this Agreement or any duties or obligations hereunder,

Subcontractor shall comply with all applicable prompt payment laws and regulations (including, without limitation, California Civil Code Section 3321). Consultant shall remain fully liable and responsible for all acts and omissions of its Subconsultants in connection with the Services or the Project, as if it engaged in the acts and omissions directly.

- 23.4 Consultant shall not employ or engage, or attempt to employ or engage, any person who is or was employed by County or any department thereof at any time that this Agreement is in effect, during the term of this Agreement and for a period of (2) two years after the termination of this Agreement or the completion of the Services, without the written consent of County.
24. Non-Discrimination, Equal Employment Opportunity and Business Practices. Consultant 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. Consultant will comply with Section 1735 of the Labor Code and all provisions of the 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. Consultant shall also comply with the California Fair Employment and Housing Act (Government Code, Section 12900 and following).
25. Alcohol-Free and Drug-Free Work Place Policy. Consultant acknowledges that it has received a copy of the County's policy regarding alcohol free and drug free workplace, available for review at: Amadorgove.org/Policies which is hereby made a part of and incorporated herein by reference into this Agreement. Consultant shall execute as the policy acknowledgement attached here to as **Attachment A**.
26. Compliance With Americans with Disabilities Act. Consultant acknowledges that, pursuant to the Americans with Disabilities Act ("ADA"), programs, services and other activities provided by a public entity to the public, whether directly or through a contractor, must be accessible to the disabled public. Consultant shall provide the Services specified in this Agreement so that the Project, upon completion of construction in accordance with the plans and specifications to be provided pursuant to this Agreement, shall comply with the requirements of ADA and any and all other applicable federal, state and local legislation and regulations. Consultant agrees not to discriminate against disabled persons in the provision of services, benefits or activities provided under this Agreement and further agrees that any violation of this prohibition on the part of Consultant, its employees, agents or assigns shall constitute a material breach of this Agreement.
27. Disputes.
- 27.1 Should any question arise as to the meaning and intent of this Agreement, the question shall, prior to any other action or resort to any other legal remedy, be referred to the County's General Services Director (or his or her designee) and a principal of the Consultant who shall attempt, in good faith, to resolve the dispute. Such referral may be initiated by written request from either party or a meeting between the County's General Services Director (or his or her designee) and a principal of the Consultant shall then take place within five (5) days of the request.
- 27.2 Provided that County continues to compensate Consultant in accordance with this Agreement, Consultant shall continue its Services throughout the course of any and all

disputes. Nothing in this Agreement shall allow Consultant to discontinue Services during the course of any dispute and Consultant's failure to continue Services during any and all disputes shall be considered a material breach of this Agreement. Consultant agrees that the existence or continued existence of a dispute does not excuse performance under any provision of this Agreement, including but not limited to the time to complete the Services. Consultant also agrees that should Consultant discontinue Services due to a dispute or disputes, County may terminate this Agreement for cause as provided herein.

27.3 In the event of claims exceeding \$50,000, as a precondition to litigation, the parties shall first participate in non-binding mediation pursuant to the construction mediation procedures of the American Arbitration Association ("AAA"), in Jackson, California, before a mediator mutually agreeable to the parties, and in the event the parties are unable to agree, selected by a judge of the Amador County Superior Court from an approved list of AAA qualified construction mediators. The parties may agree to engage in discovery prior to mediation, but if they do, they shall follow the procedures prescribed in the California Code of Civil Procedure, Section 2019, *et seq.* and discovery so conducted shall apply in any subsequent litigation as if conducted in that litigation.

28. Agreement Made in California; Venue.

28.1 This Agreement shall be deemed to have been executed in the City of Jackson, California. The formation, interpretation and performance of this Agreement shall be governed by the laws of the State of California, excluding its conflict of laws rules. Venue for all litigation relative to the formation, interpretation and performance of this Agreement shall be in Jackson, California.

28.2 The parties shall execute three (3) copies of this Agreement, each of which shall be deemed to be an original.

29. Compliance with Laws.

29.1 Consultant represents that it will comply with all applicable laws, ordinances, general rules or regulations, permits, or land use restrictions or limitations at any time applicable thereto of any public or governmental authority, including the City of Jackson and the County of Amador, in the performance of the Services, regardless of whether such laws are specifically stated in this Agreement and regardless of whether such laws are in effect on the date hereof. Consultant shall comply with all security requirements imposed by authorities with jurisdiction over the Project and will provide all information, work histories and/or verifications as requested by such authorities for security clearances or compliance.

29.2 Consultant further represents that all plans, drawings, specifications, designs and any other product of the Services will comply with all applicable laws, codes and regulations, consistent with the standard of care in this Agreement.

30. Construction. All section and paragraph captions are for reference only and shall not be considered in construing this Agreement. Each signatory to this Agreement for Consultant shall have joint and several responsibility and liability to perform the terms of this Agreement.

31. Entire Agreement; Modifications of Agreement.

- 31.1 This Agreement, and any written modification to this Agreement, shall represent the entire and integrated Agreement between the parties hereto regarding the subject matter of this Agreement and shall constitute the exclusive statement of the terms of the parties' Agreement. This Agreement, and any written modification to this Agreement, shall supersede any and all prior negotiations, representations or agreements, either written or oral, express or implied, that relate in any way to the subject matter of this Agreement or written modification, and the parties represent and agree that they are entering into this Agreement and any subsequent written modification in sole reliance upon the information set forth in this Agreement or written modification and the parties are not and will not rely on any other information. All prior negotiations, representations or agreements, either written or oral, express or implied, that relate in any way to the subject matter of this Agreement, shall not be admissible or referred to hereafter in the interpretation or enforcement of this Agreement.
- 31.2 Consultant, in any price proposals for changes in the Services that increase this Agreement amount, or for any additional Services, shall break out and list its costs and use percentage markups. Consultant shall require its Subconsultants (if any) to do the same, and the Subconsultants' price proposals shall accompany Consultant's price proposals.
- 31.3 Consultant and its Subconsultants shall, upon request by County, permit inspection of all original unaltered Agreement bid estimates, subcontract Agreements, purchase orders relating to any change, and documents substantiating all costs associated with all cost proposals.
- 31.4 Changes in the Services made pursuant to this Section and extensions of this Agreement time necessary by reason thereof shall not in any way release Consultant's representations and agreements pursuant to this Agreement.
- 31.5 This Agreement may not be modified, nor may compliance with any of its terms be waived, except by written instrument executed and approved by County's Board of Supervisors expressing such an intention.
- 31.6 Whenever the words "as directed", "as required", "as permitted", or words of like effect are used, it shall be understood as the direction, requirement, or permission of County. The words "approval", "acceptable", "satisfactory", or words of like import, shall mean approved by, or acceptable to, or satisfactory to County, unless otherwise indicated by the context.

32. Miscellaneous.

- 32.1 As between the parties to this Agreement: as to all acts or failures to act by either party to this Agreement, any applicable statute of limitations shall commence to run on the date of issuance by County of the final payment to Consultant or termination of this Agreement, whichever is earlier. This section shall not apply to latent defects as defined by California law or negligence claims, as to which the statute of limitations shall commence upon County's discovery of the defective work and its cause. However, the applicable statutes of repose, California Code of Civil Procedure Sections §§ 337.1 and 337.15, shall continue to apply.

- 32.2 Any provisions or portion thereof of this Agreement that are prohibited by, unlawful or unenforceable under any applicable law of any jurisdiction, shall as to such jurisdiction be ineffective without affecting other provisions of this Agreement. If the provisions of such applicable law may be waived, they are hereby waived to the end that this Agreement may be deemed to be a valid and binding agreement enforceable in accordance with its terms. If any provisions or portion thereof of this Agreement are prohibited by, unlawful, or unenforceable under any applicable law and are therefore stricken or deemed waived, the remainder of such provisions and this Agreement shall be interpreted to achieve the goals or intent of the stricken or waived provisions or portions thereof to the extent such interpretation is consistent with applicable law.
- 33.3 Either party's waiver of any breach, or the omission or failure of either party, at any time, to enforce any right reserved to it, or to require performance of any of the terms, covenants, conditions or other provisions of this Agreement, including the timing of any such performance, shall not be a waiver of any other right to which any party is entitled, and shall not in any way affect, limit, modify or waive that party's right thereafter to enforce or compel strict compliance with every term, covenant, condition or other provision hereof, any course of dealing or custom of the trade or oral representations notwithstanding.
34. 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.
35. Contract Execution. Each individual executing this Agreement on behalf of Consultant represents that he or she is fully authorized to execute and deliver this Agreement.

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

COUNTY OF AMADOR:

CONSULTANT:

By: _____
Chairman, Board of Supervisors

By:  _____
Nacht & Lewis
Eric Fadness, Architect of Record

Federal Tax I.D. No.: 94-2688872

Address: 600 Q Street, Suite 100
Sacramento, CA 95811

Telephone: 916-329-4000

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

ATTEST:
JENNIFER BURNS
Clerk of the Board of Supervisors

By:  _____

By: _____

ATTACHMENT A

ALCOHOL-FREE AND DRUG-FREE WORK PLACE POLICY
AND DRUG & ALCOHOL TESTING POLICY FOR
FOR CONSULTANTS

The undersigned, authorized signatory for Nacht & Lewis Inc (the "Consultant"), certifies as follows:

1. Consultant has received a copy of the AMADOR COUNTY ALCOHOL-FREE AND DRUG-FREE WORKPLACE AND DRUG 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 Consultant's officers, subcontractors, and agents who perform services pursuant to the Agreement to which this Attachment "A" is attached will abide by that policy as a condition of the Agreement.

3. If any of such officers, employees, subcontractors, and agent violates the Amador County Alcohol-Free and Drug-Free Workplace and Drug and Alcohol Testing Policy, the County of Amador may terminate the Agreement immediately.

Federal I.D. No.: 94-2688872

Printed Name: ERIC FADNESS

Signed: [Signature]

Date: 3.1.2016

Title: Vice President

APPENDIX A SERVICES

JAIL EXPANSION: COMPONENT 2 BASIC SERVICES

Consultant shall develop a complete and comprehensive program and documents to modify and expand the current jail and meet the objectives and needs of the County to successfully construct a Type II State of California Board of State and Community Corrections (BSCC) 40-bed housing unit and treatment facility envisioned and contemplated under the Consultant's services provided in Component 1, Phases 1 and 2. Component 2, Phases 3 through 9 does not include the Feasibility Study phase listed in RFQ 14-30 due to the County receiving SB863 funding. The purpose for the Feasibility Study was to determine costs the County would pay if using General Fund monies; therefore this phase has been removed from the Consultants scope of services. Consultant shall provide all necessary services in accordance with the Board of State and Community Corrections (BSCC), Executive Steering Committee (ESC), State Public Works Board, California Department of Corrections (CDCR), Corrections Standards Authority (CSA), Titles 24 and 15 for Jails, SB863, and all codes, regulations, other regulatory authorities, and requirements to successfully compete and construct the Jail Expansion project as envisioned and contemplated by the County and as promulgated in the County's SB863 application.

The approximate construction budget is \$13,500,000. The approximate project budget is \$17,179,000 as awarded to County on December 17, 2015 by BSCC.

For purposes of this scope of services, the Construction Cost shall be the total cost to the County to construct all elements of the jail Expansion Project designed or specified by the Consultant and shall include Contractor's general conditions costs, overhead and profit and the County's construction contingency. The construction cost does not include the compensation of the Consultant, the costs of the land, rights-of-way, financing, or other costs that are the responsibility of the County.

The County's budget for the construction cost is provided in initial information, evaluations of the County's budget for the construction cost, the preliminary estimate of the construction cost and updated estimates of the construction cost prepared by the Consultant represent the Consultant's judgment as a design professional. Construction costs for the Jail Expansion Project are shown in the funding proposal submitted by the County on August 25, 2015.

Consultant is permitted to include contingencies for design, bidding and price escalation; to determine what materials, equipment, component systems and types of construction are to be included in the contract documents; to make reasonable adjustments in the program and scope of the Project; and to include in the contract documents alternate bids, that are uncomplicated to design and document, as may be necessary to adjust the estimated construction cost to meet the County's budget for the construction cost.

Consultant shall prepare a schedule of services for inclusion in the project schedule shown in Appendix B. The schedule of the Consultant's services shall include design milestone dates, anticipated dates when cost estimates or design reviews may occur, and allowances for periods of time required (1) for the County's review and (2) for approval of submissions by authorities having jurisdiction over the Project.

Consultant shall assist the County in connection with the County's responsibility for filing documents required for the approval of governmental authorities having jurisdiction over the

Project. Consultant at appropriate times shall contact the governmental authorities required to approve the construction documents and the entities providing utility services to the project. In designing the project, the Consultant shall respond to applicable design requirements imposed by such governmental authorities and by such entities providing utility services.

All drawings shall be prepared utilizing the current version of the following software programs: AutoCAD Civil 3D, Revit and AutoCAD. Upgrading to the current version will be facilitated by the Consultant and will occur within 45 days of the software release.

Consultant shall review and make corrections to documents as necessary after review with County in order to complete the CEQA process.

Consultant shall, if requested, prepare and present reports of the program before the Board of Supervisors.

Consultant shall provide all other miscellaneous considerations in order to achieve the objectives and needs of the County.

Consultant shall provide without limitation the following phases of work listed herein:

Phase 3. Schematic Design

Consultant shall review the program and other information furnished by the County and acquired by Consultant through his/her investigations and inquiries, and shall review laws, codes, and regulations applicable to this project. Consultant shall review the Consultant's program and master plan with County to identify any changes, errors or modifications necessary. Consultant shall deliver a preliminary schedule, budget, project site evaluation any inconsistencies discovered in the program or conceptual drawings.

Based upon identifying the best concept and program, Consultant shall focus to prepare and provide Schematic Design Services for the purpose of analyzing site-related limitations and requirements for the Project where the general scope, conceptual design, scale and relationship of components for the Project are established. Schematic Design Services shall include without limitation the following: (i) design objectives; (ii) limitations and criteria; (iii) space relations; (iv) flexibility and expandability; (v) special equipment and systems; (vi) communications infrastructure; (vii) project schedule, including time estimation for each phase or work performed as it relates to Consultant's duties; (viii) topography analysis; (ix) site requirements; (x) on-site observations; (xi) overall site analyses and evaluations, including but not limited to grades, pavements, exits, adjacent draining and drainage from site improvements, rights-of-way, restrictions, easements, and encroachments; (xii) site utility systems, including but not limited to electrical, gas, water and sewer service distribution, availability and determinations; (xiii) storm water collection and disposal; (xiv) fire systems; (xv) site illumination; FF&E's; and (xvi) trees and vegetation.

Consultant shall deliver documents typical of institutional and commercial schematic design for Jail projects. Schematic Design shall include, but not be limited to: site analysis, infrastructure and utilities, code analysis conceptual designs, water collection, drainage plan, sustainable eco-charette, and documentation from all required disciplines including but not limited to: architectural, civil, mechanical, electrical, security, communications, acoustics and audio/visual, and landscape, etc.

Consultant shall meet with County and public to present schematic design for public input, reviewing massing, materials and articulation.

Consultant shall discuss alternative approaches to design and construction of the project.

Consultant shall conduct a Site Utility Study identifying wet and dry utilities and capacities. Based on the topographic mapping and available utility reference maps provided by the County, Consultant shall prepare a base map showing locations of existing utilities, and likely service connection points.

Consultant shall conduct an Acoustical Site Study establishing baseline ambient noise levels at the existing detention facility site.

Consultant shall conduct a one-day Sustainability Eco-charrette to identify sustainability strategies for the project. The consultant shall provide the County with a report that describes each proposed strategy that may be implemented in the projects design.

Consultant shall assist the County in developing the Owner's Performance Requirements (OPR).

Consultant shall prepare, for approval by County, Schematic Design documents consisting of drawings and other documents illustrating the departmental space adjacencies and options for preliminary building layouts. The drawings shall consist of drawings and other documents illustrating the relationship of Project components, including three alternate designs for the Jail Expansion Project, to enable County to consider available options.

Consultant shall submit to County a preliminary estimate of construction costs for each phase that shall be approved by County prior to the commencement of any other work described herein.

Consultant shall provide County with a Preliminary Site Plan (correlating with floor plan options), Preliminary Floor Plan Options, Finalized Selected Floor plan, Preliminary Building Elevations (2), and Preliminary Building Sections (2), Preliminary Site Layout (correlating with finalized selected floor plan, including grading and drainage, site utilities and improvements), Preliminary Site Landscape plan (including conceptual planting and hardscape elements), Preliminary Structural Drawings (including foundation and framing plans), Preliminary Mechanical plans (including location of major equipment, routing of primary ductwork, primary water and waste lines. Preliminarily size mechanical equipment and plumbing lines), Preliminary Electrical plans (for normal and emergency power indicating locations of major equipment and a single line diagram).

Consultant shall provide County with a Basis of Design Narrative Report that includes: Site Utilities and Improvements, Landscaping, Architecture including building envelope, interior systems, accessibility, code criteria, program reconciliation, room data sheets, Structural systems, Mechanical systems including heating, ventilation and air conditioning (HVAC), plumbing and fire protection, Electrical normal and emergency power, Security Electronics/Low Voltage and communications, Acoustics and Audio/Visual, Narrative of sustainability strategies and action items.

Anticipated number of Meetings:

<u>Meeting Name:</u>	<u># of Meetings</u>	<u>Duration</u>	<u>Personnel</u>
Kick-off	1	4 hours Jackson	Project Manager (PM), Planner, Project Coordinator (PC)
Site Visit	1	4 hours Jackson	PM, Planner, PC, Civil, Landscape, Electrical
Concept Charrette	1	4 hours Jackson	PM, Planner, PC
Eco-charette	1	6 hours Jackson	Sustainability, PM, Planner, PC, Civil, Landscape, Mechanical, Electrical, , Cost
Charrette	1	4 hours Jackson	PM, Planner, PC, Civil, Landscape, Mechanical, Electrical, Cost, Sustainability, A/V Acoustics
Design Team Coordination	1	2 hours N&L	PM, Planner, PC, Sustainability Civil (GoTo), Landscape (GoTo), Structural, Mechanical, Electrical, Cost, Sustainability (GoTo), A/V Acoustics (GoTo)
Amador County	1	2 hours	Construction Manager
City of Jackson	1	1 hour	Planner
Preliminary Agency Review BSCC & OSFM	1	2 hours BSCC/SFM	PM, Planner, PC
Preliminary Agency Review	1	4 hours Jackson	PM, PC, Civil
Preliminary Agency Review PG&E	1	4 hours Jackson	PM, PC, Civil, Mechanical, Electrical
Public Input Meeting	1	2 hours Jackson	PM, Planner
Design Review	1	4 hours Jackson	PM, Planner, PC

Phase 4. Design Development

Based on the approved Schematic Design Documents, County's site survey, and any adjustments authorized by County, Consultant shall prepare and provide Design Development Services further refining and describing the size and character of the Project to establish the scope, relationships, forms, size and appearance of the Project, including but not limited to: architectural, structural, mechanical, electrical systems, civil design, interior construction, landscaping and water collection, materials research and specifications, regulatory review, project schedule and other components mentioned herein required to complete the work.

Design Development Services for the Project shall include without limitation the following: (i) review of schedules, objectives and budget; (ii) conceptual site and building plans; (iii) plans, sections and elevations; (iv) selection of building systems and materials; (v) development of approximate dimensions, areas and volumes; (vi) perspective sketch(es); (vii) typical construction details;(viii) preliminary equipment layouts including audio visual equipment.

Consultant shall advise County of any adjustments to the preliminary estimate of construction costs and provide an updated cost estimate. Any changes in costs must be approved by County prior to the commencement of any other work as described herein. In preparing estimates of the construction cost, the Consultant shall be permitted to include contingencies for design, bidding and price escalation; to determine what materials, equipment, component systems and types of construction to be included in the contract documents; to make reasonable adjustments in the program and scope of the Project; and to include in the Contract Documents alternate bids, that are uncomplicated to design and document, as may be necessary to adjust the estimated construction cost.

Consultant shall provide County with drawings and work products for the Project, including but not limited to: preliminary grading and drainage plan, utility plan, planting and irrigation plan, site plan, demolition plans, floor plans, building elevations (4), building sections, preliminary opening, hardware and finish schedules,(2), equipment drawings, preliminary structural drawings, preliminary mechanical drawings, preliminary fire sprinkler drawings, preliminary electrical drawings, security electronics drawings, audio visual drawings, outline specifications, equipment cut sheets, preliminary energy model (including life cycle cost analysis), and updated cost estimate

Anticipated number of Meetings:

<u>Meeting Name:</u>	<u># of Meetings</u>	<u>Duration</u>	<u>Personnel</u>
Phased Kick-off	1	2 hours N&L	PM, PC, Civil, Landscape, Structural, Mechanical, Electrical.
Design Team Coordination	2	2 hours N&L	PM, PC, Civil, Landscape, Structural, Mechanical, Electrical, Cost, A/V Acoustics
Amador County	2	2 hours	Construction Manager
Preliminary Agency Review BSCC	1	2 hours BSCC	PM, Planner, PC
50% Design Review	1	4 hours Jackson	PM, PC
Public Input Meeting	1	2 hours Jackson	PM, Planner
Design Development Review	1	4 hours Jackson	PM, PC

Phase 5. Construction Documents Services

Based on the approved Design Development Documents and any adjustments authorized by County, Consultant shall prepare, for approval by County, Construction Documents setting forth in detail the architectural construction requirements, specifications and documentation, and complete Construction Documents for all on-site development for the Project. Construction Documents Services include without limitation preparation of the following: (i) architectural design and documentation; (ii) structural design and documentation; (iii) structural and energy calculations; (iv) mechanical and plumbing design and documentation; (v) electrical design and documentation; (vi) civil design and documentation; (vii) acoustical systems design and documentation; (viii) audio/visual & telephone/data infrastructure design and documentation; (ix) security design and documentation;(x) fire sprinkler system design and documentation; (xi) landscaping and water collection design and documentation; (xii) demolition design and documentation; (xiii) utilities design and documentation; (xiv) final cost estimate, drawings and

technical specifications; (xv) value engineering; (xvi) regulatory and code review; and (xvii) all other work required to complete final designs, setting forth in detail construction requirements for each Project described herein.

Construction documents shall include at a minimum of:

1. Acoustic scope of work
 - a. Exterior Sound Isolation
 - b. Environmental Noise Impact Studies
 - c. Mechanical System Noise & Vibration Control
 - d. Interior Sound Isolation
2. Provide submittals at 50%, 95% Construction Documents.
3. Submit civil drawings that include:
 - a. General notes
 - b. Off-site drawings required by utility providers
 - c. Topographic survey at a minimum scale of 1" = 20'-0".
 - d. On-site layout at a minimum scale of 1" = 20'-0" that includes above ground appurtenances (roads, curbs, paving and fencing).
 - e. Erosion control plans
 - f. Erosion control details
 - g. Site clearing plan and details
 - h. Site grading and drainage plan at a minimum scale of 1" = 20'-0".
 - i. Grading sections.
 - j. On-site utility plan (water, fire protection systems, sanitary sewer, storm drainage systems, site gas at a minimum scale of 1" = 20'-0"
 - k. Project specific details
4. Submit landscape drawings that include:
 - a. Site layout that includes coordinated landscape elements at a minimum of 1" = 20'-0"
 - b. Site planting plan that includes planting elements
 - c. Site irrigation plan that includes control type and location and main lines and valves.
 - d. Project specific details
5. Submit architectural drawings that include:
 - a. Title sheet
 - b. Site plan at a minimum scale of 1" = 20'-0".
 - c. Site details
 - d. Code analysis sheet
 - e. Floor plan(s) at a minimum scale of 1/8" = 1'-0"
 - f. Roof plan at a minimum scale of 1/8" = 1'-0"
 - g. Reflected ceiling plan at a minimum scale of 1/8" = 1'-0"
 - h. Building elevations at a minimum scale of 1/8" = 1'-0"
 - i. Building section(s) at a minimum scale of 1/8" = 1'-0"
 - j. Wall Sections
 - k. Opening schedule
 - l. Finish schedule
 - m. Enlarge floor plans at a minimum scale of 1/4" = 1'-0"
 - n. Interior elevation(s) at a minimum scale of 1/4" = 1'-0"
 - o. Partition types

- p. Exterior details
 - q. Interior details
 - r. Opening details
 - s. Fixed furnishing & equipment plans at a minimum scale of $\frac{1}{4}'' = 1'-0''$
 - t. Floor finish plan
6. Submit structural drawings that include:
 - a. General notes
 - b. Foundation plan at a minimum scale of $\frac{1}{8}'' = 1'-0''$
 - c. Framing plan(s)
 - d. Structural sections
 - e. Project specific details
 7. Submit mechanical drawings that include:
 - a. General notes
 - b. Mechanical and plumbing plan(s) at a minimum scale of $\frac{1}{8}'' = 1'-0''$ indicating equipment, fixtures, all duct runs, registers, and piping.
 - c. Equipment and fixture schedules
 - d. Piping diagrams
 - e. Control diagrams
 - f. Project specific details
 8. Submit electrical drawings that include:
 - a. General notes
 - b. Electrical site plan at a minimum scale of $1'' = 20'-0''$ indicating power systems, and site lighting.
 - c. Electrical plan(s) at a minimum scale of $\frac{1}{8}'' = 1'-0''$ indicating equipment, power devices, lighting fixtures.
 - d. Single line diagram
 - e. Panel schedules
 - f. Project specific details
 - g. Enlarged room layout
 - h. Parametric Site Lighting Study.
 9. Submit security electronic and low-voltage drawings that include:
 - a. General notes
 - b. Security Electronics site plan at a minimum scale of $1'' = 20'-0''$ indicating security systems.
 - c. Security Electronics and Low-voltage plan(s) at a minimum scale of $\frac{1}{8}'' = 1'-0''$ indicating equipment, communication devices, life/safety devices, security devices (cameras, controls, intercoms).
 - f. Project specific details
 - g. Enlarged room layout
 - h. Security electronics block diagrams and controls layouts.
 10. Submit audio/visual drawings and equipment cut sheets
 11. Submit specification with track changes.
 12. Prepare and submit final civil, structural, mechanical and electrical calculations.
 - a. Civil: Prepare hydrology and hydraulic calculations to support the proposed drainage design. This work includes calculation for storm drain, detention and water-quality BMP's. This work does not include any analysis on the existing creek. Prepare hydraulic calculations for the on-site fire and domestic water systems to confirm the

pipelines and appurtenances are properly sized to convey the anticipated water demands. Prepare hydraulic calculations for on-site sanitary sewer system to confirm the pipeline is properly sized to convey the anticipated flows for the project.

16. Submit revised color, finish and material board.
17. Submit revised specialty cut sheets
18. Submit revised HVAC and plumbing equipment and fixture cut sheets
19. Submit revised electrical fixture cut sheets
20. Submit a construction level cost estimate in Unifomat at the 50% and Final Construction submittal.
21. Submit 95% Construction Documents to applicable review agency.
22. Develop and submit Storm Water Pollution Prevention Plan(SWPPP) . Prepare a SWPPP incorporating Best Management Practices (BMPs) into the project, as required by the Regional Water Quality Control Board (RWQCB) for projects disturbing land greater than one (1) acre. This plan is also intended to satisfy the County's requirements for erosion control.
23. Submit Notice of Intent

Consultant shall submit 95% complete construction documents to the applicable review agencies: Board of State and Community Corrections, Office of the State Fire Marshal, Construction Manager and Amador County. Consultant shall prepare Final Construction Documents in response to agency review comments for approval and permitting (back check and approval).

Upon request by County, Consultant shall assist County and Construction Manager in the preparation of necessary bidding information to assist with bid and contract documentation development, bidding form(s), the conditions of the Contract, and the form(s) of agreement between County and successful Bidder and/or Contractor.

Consultant shall provide an updated estimate and advise County of any adjustments to previous preliminary estimates of construction costs. Any changes in costs shall be approved by County prior to the commencement of any other work as described herein.

Consultant shall prepare and provide and make changes to Construction Documents authorized by County so that Construction Documents are accurate to help eliminate significant changes.

Language, terminology, documents, specifications, drawings and all other information shall be easily understood. Consultant shall use nomenclature commonly used in construction to help eliminate complexity in the work. Construction Documents requiring clarification(s) shall be in writing and prepared by Consultant and submitted to County for approval to be used in addendum(s) as required. Clarifications shall be submitted to County in accordance with the General Conditions and Division I General Specifications for the Project.

Consultant shall prepare and provide reproducible specifications, drawings and documentation for all work to County in accordance with the fees listed in **Exhibit "C"**.

Consultant shall provide, at no cost to County, four (4) sets of final wet stamped Construction Documents not including those required by the State, . Each page of all drawings shall be wet stamped by the appropriate architect and/or engineer.

All documents prepared by Consultant shall be in a form ready to invite bids, and shall include any alternate bid provisions and specified time periods for construction. All drawings shall be 24" x 36" and specifications 8-1/2" x 11". Specifications shall be provided on disc in Word format and drawings shall be provided on disc in latest version of AutoCad and/or REVIT and PDF.

Anticipated number of Meetings:

<u>Meeting Name:</u>	<u># of Meetings</u>	<u>Duration</u>	<u>Personnel</u>
Phased Kick-off	1	2 hours N&L	PM, PC, Civil, Landscape, Structural, Mechanical, Electrical.
Design Team Coordination	4	2 hours N&L	PM, PC, Civil, Landscape, Structural, Mechanical, Electrical, Cost, A/V Acoustics
Amador County	2	2 hours	Construction Manager
50% CD Design Review	1	4 hours Jackson	PM, PC
95% CD Design Review	1	4 hours Jackson	PM, PC

Phase 6. Bidding and Award and Negotiation Services

After approval of the Construction Documents and as directed by County, Consultant shall assist in the public bidding of the project as follows:

- 1.) Consultant shall furnish to County reproducible copies of drawings and specifications for bidding purposes in accordance with the fees listed in **Exhibit "C"**.
- 2.) Consultant shall receive and answer questions from County and prospective bidders.
- 3.) Consultant shall provide interpretations of the drawings and specifications during the bidding phase and prepare addenda with clarifications for County as required.
- 4.) If requested by County, Consultant shall attend the pre-bid conference and the bid opening.
- 5.) Consultant shall assist County and Construction Manager in reviewing bids and providing recommendations to County with respect to award of the contract to the successful bidder.

Consultant shall advise and consult with County and Construction Manager during the bidding and construction process whenever there is any discrepancy in the Construction Documents. Discrepancies in the Construction Documents requiring any correction shall be at Consultant's expense at no cost to County and shall be immediately delivered to County.

If the lowest acceptable bid for the Project received by County exceeds the last approved detailed construction cost budget by ten percent (10%) or more, Consultant shall, upon request of County, revise the plans and specifications without cost to County, so as to bring the cost of the Project within said detailed construction cost budget plus ten percent (10%), and shall prepare the necessary documents to invite further bids, and in a like manner shall furnish revised plans and specifications in the same manner initially required herein.

Anticipated number of Meetings:

<u>Meeting Name:</u>	<u># of Meetings</u>	<u>Duration</u>	<u>Personnel</u>
Pre-Bid Conference	1	2 hours	PM, PC
Amador County	1	Jackson 2 hours	Construction Manager

Phase 7. Construction Administration Services

Construction Administration Services shall commence with the award of the construction contract and shall terminate for each Project when final payment to contractor(s) becomes due. The time of construction shall be fourteen (14) months for the Jail Expansion Project.

Consultant shall attend the pre-construction meeting and provide any clarifications needed prior to the commencement of construction.

Consultant shall respond to Request for Information (RFI) during the construction period and provide clarifications, information and instructions as needed.

Consultant shall review all submittals and information provided by Contractor to ensure conformance to Consultant's design and intentions. Review of submittals shall be approved in writing by Consultant.

Consultant shall review all addenda, instruction bulletins, change orders, or any document whatsoever provided by either the Contractor or Construction Manager and approve as required by County.

During construction for the Project, Consultant shall attend progress meetings and visit the site at least weekly, as requested by County. Progress meetings will review progress, payments, changes, and all work. After each visit, if requested by County, Consultant shall report in writing the performance and progress of work being accomplished, and make recommendations if needed. Consultant shall attend meetings, with required Subconsultants if necessary, when discrepancies and/or errors in drawings or specifications cannot be resolved by telephone or fax. Consultant shall attend all other site meetings, except as mentioned above, necessary for project continuation or problem resolution when requested by County and paid for in accordance with the fees listed in **Appendix C**.

Consultant shall (i) use its best efforts to protect County against defects and deficiencies in the work; (ii) investigate requests of contractors for substitution of "equals" with reasonable promptness and make reports and recommendations to County; (iii) perform functions required of Consultant by the terms of the General Conditions and the Division I General Specifications for the Project; (iv) give technical support to County; (v) interpret drawings and specifications; (vi) review, approve, and process shop drawings and submittals; (vii) review and make recommendations of alternates, substitutions, and/or modifications to the work; (viii) recommend and review necessary and usual testing; (ix) review, approve, and make recommendations of change orders; (x) review and make recommendations of progress schedules and reports specifying what, if any, additional time for completion is to be allowed on account thereof; (xi) at completion stage make thorough and complete inspections, and recommend correction of deficiencies in the work; (xii) if requested by County, respond to requests for information, requests for clarification, submittals, etc.; (xiii) perform final punch list inspection and follow-up punch list review of completeness; and (xiv) assist County with documents and reports that are usual, necessary or required by County. Consultant shall assist, advise and make

recommendations for payment for the project described herein. County shall approve all payments for the Project.

Anticipated number of Meetings:

<u>Meeting Name:</u>	<u># of Meetings</u>	<u>Duration</u>	<u>Personnel</u>
Pre-Construction Conference	1	4 hours Jackson	PM, PC
Site Visits	60	4 hours Jackson	PC
Weekly Progress Meetings	56	1 hours Teleconf.	PC
Punchlist	2	8 hours Jackson	PC

Phase 8. Commissioning (Not in Contract, services are defined below and may be negotiated following completion of Schematic Design)

Consultant shall commission as the project progresses verifying and enforcing all specification provisions and identifying and enforcing all specialized test. During construction and upon completion Consultant shall provide evidence to County that all HVAC, electrical, plumbing, lighting, video, audio, telephone and data, hydraulic, and mechanical systems, controls, components and equipment have been tested and verified to perform and function as specified. Consultant shall also verify and confirm in writing all systems, controls, components and equipment have been properly installed and fabricated in accordance with manufactures and architectural specifications. Consultant shall obtain all shop drawings, manuals, installation instructions, warranties and guarantees for all components, systems and equipment and provide to County. Consultant shall provide an overview of the scope and project commissioning, listing of systems, controls, components and equipment, and all documentation for performance testing provided.

Consultant shall prepare a punch list of all items found to be unsatisfactory or non-compliant with the contract documents and shall approve all items once corrected. Consultant and Consultant’s team shall provide final reviews of items found to be unsatisfactory or non-compliant with the contract documents

Phase 9. Record Drawing Services

Consultant shall prepare and provide two (2) complete sets of reproducible record drawings using information provided by the contractors and County in the form of marked-up prints, drawings, and other data representing the as-built conditions of the Project including two (copies) in PDF electronic format. Consultant shall review the accuracy of the information provided by Contractor, County, and through the Consultants commissioning process and incorporate and place the information on the record drawings. Record drawings shall represent all changes made in the specifications and working drawings during construction showing the exact dimensions, geometry, and location of all elements of the work completed.

List of Nacht & Lewis Subconsultants

Civil Engineer: Cunningham Engineering Corporation
Landscape Architect: Cunningham Engineering Corporation
Structural Engineer: CYS Structural Engineers
Mechanical Engineer: Capital Engineering Consultants
Electrical Engineer/Low Voltage: The Engineering Enterprise
Security Electronics: AVS Engineers
Acoustics and Audio/Visual: Smith, Fause & McDonald
Sustainability: MK2
Commissioning: MK2
Cost Estimating: Vanir Construction Management
Constructability Review: Vanir Construction Management

The Nacht and Lewis Fee Letter proposal dated March 1, 2016 is hereby attached and incorporated by this reference.

March 1, 2016

Jon Hopkins
Director
Amador County General Services Administration
12200 Airport Road #B
Jackson, CA 95642

Subject: Amador County SB 863 Jail Expansion – Architectural and Engineering Services,
Jackson, California

Dear Jon:

We are pleased to present our Architectural and Engineering services fee proposal for the subject project. Our services are comprised of seven phases of work which are outlined in the attached Exhibit A.

We propose that our compensation for the above services be a fixed fee of \$1,564,455.00. The fee breakdown by phase is as follows:

3: Schematic Design	\$ 276,410.00
4: Design Development	306,770.00
5: Construction Documents	589,580.00
6: Bidding and award	35,810.00
7: Construction Administration	259,015.00
& Site Visits	67,820.00
8: Commissioning	TBN
<u>9: Record Drawings</u>	<u>29,050.00</u>
Total Fee	\$ 1,564,455.00

All expenses are included in the above fees. Any reimbursable expenses required for additional services will be provided based on the attached agreement.

We have retained the services of civil, structural, mechanical, electrical, security electronics, low voltage and acoustical engineers, as well as audio visual, medical equipment and cost consultants to assist with these services.

Invoices for services rendered will be submitted monthly and will be billed based on the attached billing rate schedule. Payments are due and payable 45 days from the date of the invoice.

Should the scope of services be modified from what has been outlined above, the resulting work shall be provided only when authorized in writing by the County and Nacht & Lewis. Such services shall be billed as additional services at the hourly rates shown on the attached Exhibit C - Billing Rate Schedule or a negotiated stipulated sum.

We appreciate the opportunity to be of continuing service to the County of Amador. As always, Nacht & Lewis values our professional relationship and we pledge our support in fulfilling your project objectives.

Sincerely,

NACHT & LEWIS ARCHITECTS



Eric Fadness, AIA
Principal

Attachments:

Nacht Lewis Jail Expansion Agreement FINAL DRAFT 2 26 16
Jail Expansion Contract Appendices A B C FINAL DRAFT 2 26 16
Exhibit B - Additional Services Not Included
Exhibit C - 2015 Billing Rates

EXHIBIT B

Additional Services (Not Included)

The following services and items are not included in this proposal and may require additional compensation if and when such services are requested:

1. Extensive site work and site investigation to determine hidden conditions not documented in original drawings, as-built drawings, or previous modernization projects.
2. Geotechnical Surveying. Geo-Hazards Report to be provided by the County as needed.
3. Payment of any fees including permit fees, application fees, inspection fees, etc.
4. Preparation of documents or providing consultations for environmental documents or permits.
5. Reviewing FEMA floodplain information.
6. Performing a topographic or boundary survey or determining the location of easements.
7. Potholing existing utilities.
8. Performing any physical inspections or testing of existing utilities.
9. Performing a storm water detention review for the entire Amador County Government Center property. It is assumed that any storm water detention review would be limited to only the new project area.
10. Performing hydraulic calculations of the existing water system. (Only if not enough pressure for fire and domestic water project needs).
11. Performing hydraulic calculations of the existing gravity sewer system. It is assumed that historic flow information from the existing jail will be provided by the County for review of the existing pump station.
12. Legal descriptions or definition of SB 863 boundary.

13. Off-site utility capacity studies / area-wide (offsite) drainage studies/hydraulic and/or hydrologic analysis of the existing creek.
14. Design of booster pump, specifically for the boosted pressure water system.
15. Final fire sprinkler hydraulic model, detailed pipe routing and sizing and head design as engineer of record. Initial hydraulic calculation and performance based fire sprinkler design and specification is included.
16. Development of design and documentation of Telecommunications cabling and telephone system. Design of voice / data equipment (LAN, WAN, PBX, phones, etc). Consultant will coordinate with County.
17. Development of criteria for the following systems:
 - A. Perimeter Fence Protection System.
 - B. Wireless/Mobile Personal Alarm System.
 - C. Two-way Radio Communications System.
18. Medical Equipment Procurement Assistance as follows:
 - A. Serve as an extension of the Client's procurement department.
 - B. Work with the Client's Group Purchasing Organizations (GPO).
 - C. Develop equipment bid packages and procurement strategy.
 - D. Evaluate vendors' responses to bids and help identify those representing the best purchasing value.
 - E. Help develop Requisitions and Purchase Orders.
 - F. Expedite Purchase Orders with Vendors.
 - G. Coordinate delivery schedules and track equipment deliveries.
19. Preparation of owning or operating cost studies.
20. Preparation or coordination of the documentation necessary for LEED certification.
21. Work involved in securing utility company rebates.

EXHIBIT C
2015 Billing Rate Schedule

Nacht & Lewis

<u>POSITION</u>	<u>HOURLY RATE</u>
Principal	255.00
Director of Design	190.00
Senior Project Manager	180.00
Senior Planner	175.00
Project Manager	160.00
Senior Designer	160.00
Senior Project Architect	155.00
Senior Project Coordinator	150.00
Project Architect	145.00
Project Coordinator	135.00
Virtual Design Coordinator	135.00
Senior Design Technician II	120.00
Senior Design Technician	110.00
Interior Designer	105.00
Graphic Designer	95.00
Design Technician	95.00
Office Manager	105.00
Video Producer	80.00
Project Administrator	75.00
Administration	70.00

Billing rates are subject to review and change on the anniversary date of the contract.

Reimbursable expenses include reproductions, plotting, postage, shipping, meals, travel, lodging, models and renderings. Reimbursable expenses will be billed at actual cost plus an administrative charge of 10%. Mileage is at the Internal Revenue Service standard mileage rate. The current rate is 54 cents per mile.

**APPENDIX B
MILESTONE SCHEDULE**

JAIL EXPANSION PROJECT

Architectural:

Architectural Schematic Design Submittal (due date: September 9, 2016)

Consultant shall deliver documents typical of institutional and commercial schematic design including without limitation the following:

- Analyzed site-related limitations and requirements.
- Refine conceptual designs, scale and relationship of components.
- Design objectives identified.
- Limitations identified and criteria.
- Space relations identified and illustrated.
- Flexibility and expandability options identified and illustrated.
- Special equipment and systems listed.
- Project schedule refined and updated.
- Cost estimates updated.
- Topography analysis performed and site features and grading are approximately shown.
- Landscaping concept is illustrated.
- Site requirements identified and overall site analyses and evaluations completed.
- Site access design requirements are identified (i.e. sidewalks, driveways, loading, parking, etc.).
- Infrastructure systems shown, identified and verified to support the project.
- On and off site utility systems identified, illustrated and analysis completed.
- Property surveying is completed.
- Fire and life safety systems identified and illustrated.
- Safety requirements and features identified and illustrated.
- Illustrates the departmental space adjacencies and options for preliminary building layouts.
- Drawings illustrate the relationship of project components.
- Alternative designs are shown, minimum of three (3) to consider available options.
- Preliminary site plan, floor plan options, preliminary building elevations, and preliminary building sections are illustrated.
- All structural and MEP design and performance criteria is defined.
- Develop preliminary layout of MEP systems, spaces, rooms, and routing.
- Develop modifications list for improvement to existing Jail (i.e control panel, audio and visual requirements, telephone and data).
- Prepare scheme for security systems.
- Develop preliminary layout of control panel, audio and visual equipment, telephone and data equipment, etc.
- All major elements are considered and show approximately core elements including elevators, stairs, MEP, fire, public areas, etc.
- Verify program elements are included.
- Building sections are illustrated.
- Value engineering review performed.

- Develop exterior wall elevations and sections.
- Establish ceiling and roof heights.
- Determine structural system.
- Establish major slab openings and penetrations, and general structural components.
- Prepare scheme for building maintenance.
- List of all required studies, reports and documentation required for the project.

Architectural Design Development Submittal (due date: January 17, 2017)

Consultant shall deliver documents typical of institutional and commercial design development including without limitation the following:

- Site plan with paving, walks, hardscape, stairs, steps, ramps, landscape areas, features & furnishings indicated.
- Code Analysis refined: fire & life safety plans; occupancies, construction type, rated walls/corridors, required exits, and exterior wall & opening requirements.
- Basic building structural assemblies determined.
- Floor plans with notes for wall construction types, main gridlines, and key dimensions.
- Preliminary finish schedule indicating finishes for each room.
- Key acoustical concepts and requirements determined.
- Preliminary door & frame schedules, door & frame types.
- Reflected ceiling plans with heights indicated.
- Roof plan showing roof top equipment, roof drain locations, and general slopes noted.
- Building exterior elevations with material notes and prelim vertical dimensions indicated.
- Building sections with approximate floor to floor heights noted.
- Wall sections, if available.
- Outline specifications.

Architectural - 50% Construction Document Submittal (due date: June 26, 2017)

Consultant shall deliver documents typical of institutional and commercial construction document at 50% including without limitation the following:

- Update estimated provided.
- Site plan coordinated with 50% Civil Plans.
- Utility layout plan, showing service locations.
- Preliminary Landscape plans.
- Preliminary Fire and Life Safety Plans.
- Floor plans with gridlines and walls dimensioned.
- Room #'s, door & window #'s.
- Finish schedule developed.
- Door & frame schedule indicating door & frame types.
- Reflected ceiling plans with heights indicated showing Mechanical & Electrical.
- Roof plan with slopes, drain locations, and mechanical equipment indicated.
- Building sections.
- Building elevations with materials notes.
- Wall assemblies and types established and keyed on floor plan.
- Wall sections of key assemblies.
- Equipment schedule formatted.

- Critical interior and exterior details started.
- Draft specifications.

Architectural - 95% Construction Document Submittal (due date: August 16, 2017)

Consultant shall deliver documents typical of institutional and commercial construction document at 95% including without limitation the following:

-
- Updated cost estimate.
- Site plan coordinated with Civil, Landscape, Mechanical, Plumbing and Electrical.
- Floor Plans complete; with dimensions, section/detail references.
- Building elevations with materials noted, critical elevations, gridlines, and sections referenced.
- Building sections complete.
- Wall sections complete with notes and details flagged.
- Reflected ceiling plans complete and coordinated with mech/elec.
- Enlarged toilet room plans and int. elevations complete and dimensioned. All ADA details. Referenced.
- Enlarged stair and elevator room plans.
- Acoustical quantities established, locations determined, and material selections.
- Roof plan complete and coordinated with mechanical.
- Interior elevations complete indicating all finishes and wall mounted fixtures.
- Acoustical items located or quantities determined and details complete.
- Finish schedule complete and coordinated with specifications.
- Doors, frame and hardware schedules complete.
- Standard Door and Frame details drawn.
- Window and storefront details.
- Standard details referenced.
- Interior and exterior details complete.
- Equipment Schedules finalized with power and utility requirements complete.
- In-house quality control review and coordination with consultants.
- Specifications – Sections for divisions 0 through 16.
- Draft front documents (i.e. Specifications, Bid documents, Division I General Requirements, General Conditions).
- Documents ready for plan check and SFM review.
- Final details complete and referenced on plans.
- Final coordination with consultants.

Architectural - 100% Construction Document Submitted (due date: November 6, 2017)

Consultant shall deliver documents typical of institutional and commercial construction document at 100% including without limitation the following:

- Specification complete.
- Documents ready for Bidding.

Bid process begins: December 4, 2017

Award bids: April 4, 2018

Construction begins: May 1, 2018

Construction completion: July 24, 2019

Civil Engineering:

Civil - Design Development Submittal (due date: January 17, 2017)

- Preliminary drainage & grading plans with building pads established.
- Import quantities estimated.
- Retaining walls located with approximate heights determined.
- Preliminary layout of utilities to within 5'0" from building with POC input from MEP consultants.
- Fire Service needs determined – (flow & pressure verified)
- Sewer main inverts indicated and connection details investigated.
- Gas main, meter locations, and connection details coordinated with local utility.

Civil - 50% Construction Documents (due date: June 26, 2017)

- Pick up comments from SD review.
- Grading & Drainage Plan coordinated with prelim architectural & landscape Plan.
- Building pad elevations.
- Water demand and fire flows determined.
- Erosion control concepts determined.
- Retaining walls located with wall construction type determined and final elevations.
- Coordinate with architectural site features (walks, ramps, stairs, planters, etc).
- Grades for HC path of travel worked out.
- Prelim layout of roof drains to storm system.
- Parking lot paving sections determined.
- Fire Service and POC coordinated with riser locations on plumbing plans
- Import/export quantities confirmed.
- Special details addressed or identified.
- General notes & details addressed.
- General legend, symbols, and abbreviations.
- Draft specifications

Civil - 90% Construction Document Submittal (due date: August 16, 2017)

- Pick up comments from DD submittal.
- Grading & drainage plans complete and HC path of travel issues resolved.
- Erosion Control plan and scope complete.
- Site paving and hardscape coordinated with architectural & landscape plans.
- Water demand and fire flows to local utility company and/or City.
- Fire Service and City connection details complete.
- Utility POC's and inverts coordinated with all other disciplines.
- Off-site improvements detailed
- Special details complete.
- Coordination with architectural site plan.

Civil - 100% Construction Document Submittal (due date: November 6, 2017)

- Specifications complete.
- Documents ready for bidding.

Structural Engineering:

Structural Design Development Submittal (due date: January 17, 2017)

- Building construction types and assemblies determined.
- Draft foundation plan with estimated sizes of footings, grade beams, piles, etc.
- Generalized wall framing layout with shear walls located.
- Preliminary roof framing plans & roof penetrations/equipment locations determined.
- Preliminary column schedules or sizes.
- Critical dimensions to gridlines coordinated with architectural wall sections.
- Columns & lateral bracing coordinated with architectural plans.
- Preliminary brace frame locations, elevations, and rough details.
- Special details & problematic areas identified.
- Structural Calculations formatted.

Structural - 50% Construction Document Submittal (due date: June 26, 2017)

- General Notes, Legend, Symbols, and Abbreviations complete.
- Standard Concrete & Structural Steel Details
- Foundation plan with footing sizes, grade beams, and other structures located and dimensioned.
- Typical concrete foundation sections.
- Roof framing plans support structures for mechanical units.
- Roof penetrations located and detailed.
- Major wall sections coordinated with architectural wall framing plans.
- Brace frames detailed and dimensioned.
- Structural design conflicts with architectural resolved and coordinated.
- Special details developed.
- Special testing requirements complete.
- Structural Calculations for major building elements finalized.
- Draft specifications

Structural - 90% Construction Document Submittal (due date: August 16, 2017)

- Foundation plan coordinated with architectural dimensions and underground plumbing and utilities plans.
- Roof framing - final coordination with architectural & mechanical.
- Wall Sections complete & coordinated with architectural wall framing plans.
- Brace frame elevations and details complete.
- Standard & Special Details complete.
- Structural calculations complete.

Structural - 100% Construction Document Submittal (due date: November 6, 2017)

- Specifications complete.
- Documents ready for bidding.

Mechanical Engineering:

Mechanical Design Development Submittal (due date: January 17, 2017)

- Water demand estimates and required fire flows projected and coordinated with Civil/City.
- Preliminary plumbing & utility distribution plans with estimated sizes and proposed POC.
- Preliminary plumbing fixture schedule.
- HVAC loads projected.
- Mechanical systems and unit locations proposed.
- Preliminary mechanical equipment schedule with weights & sizes indicated and cut sheets provided.
- HVAC distribution layout with single line plans, sizes indicated and prelim grill and register locations.
- Acoustic & Vibration requirements established.
- Preliminary Energy calculations.

Mechanical - 50% Construction Document Submittal (due date: June 26, 2017)

- Water demand and fire flows confirmed and coordinated with Civil & local utility company.
- Utilities to equipment locations shown on plans and coordinated with Consultant and civils.
- Plumbing fixture schedule with cut sheets for selected fixtures.
- HVAC loads and unit locations confirmed and updated cut sheets provided.
- HVAC distribution plans coordinated with sizes indicated and drawn to scale in tight areas.
- Fire damper locations indicated.
- Prelim Title 24 energy calculations.
- Mechanical Equipment Schedule and cut sheets.
- Supply/return grill locations coordinated with arch RCP plans and lighting plans.
- Proposed special and standard details.
- Acoustic & Vibration details indicated.
- Draft specifications

Mechanical - 90% Construction Document Submittal (due date: August 16, 2017)

- General Notes & Details, Legend, Symbols, and Abbreviations.
- Plumbing fixture schedule and cut sheet binder complete.
- Plumbing and utilities connections confirmed and coordinated with design team.
- Mechanical equipment schedule complete & final cut sheets provided.
- Mechanical distribution plans complete with problem areas detailed and drawn to scale.
- HVAC fire damper coordination with electrical plans.
- Acoustical & Vibration and special details 50% complete – Standard details complete.
- Title 24 energy calculations complete.
- Specifications Complete.
- In-house quality control review and coordination with electrical plans.
- Plans ready for plan check submittal.

Mechanical - 100% Construction Document Submittal (due date: November 6, 2017)

- Plumbing plans & details complete & coordinated.
- Mechanical plans & details complete & coordinated.
- In-house coordination check with electrical plans and other consultants complete.
- Plumbing Isometrics complete.
- Plumbing fixture & mechanical schedule complete.
- All Details complete.
- Specifications complete and coordinated with plans
- Documents ready for bidding and construction.

Electrical Engineering:

Electrical Design Development Submittal (due date: January 17, 2017)

- Total Electrical load calculated and correspondence with City or local utility company regarding service requirements.
- Preliminary electrical site plan with proposed service entry location, power distribution.
- Preliminary site lighting plan with.
- Preliminary building lighting plans.
- Preliminary building power and low voltage plans.

Electrical - 50% Construction Document Submittal (due date: June 26, 2017)

- General notes and details, legend symbols, and abbreviations.
- Site service plans refined with local utility company, applications submitted.
- Site electrical plan with power and lighting layout, including cut sheets for fixtures.
- Photometric plan formatted.
- Building lighting plans with preliminary fixture schedule.
- General power and low voltage plans.
- Telecom/Data cable tray and conduit plans.
- Proposed electrical and telecom room layout with UPS location.
- Preliminary single line diagram.
- Preliminary fire alarm plans.
- Single line diagram & panel schedules.
- Standard details and begin special details.
- Draft title 24 energy calculations.
- In-house quality control review and coordination with mechanical plans.
- Draft specifications.

Electrical - 90% Construction Document Submittal (due date: August 16, 2017)

- Title 24 complete.
- Final coordination with local utility company and/or Campus.
- Site electrical plan complete, including photo metric plan.
- Building lighting and power coordinated with architectural plans and interior elevations.
- Lighting plans & fixture schedule complete.
- Power and low voltage plans complete.

- Telecom cable tray and conduit plans complete.
- Power coordinated with equipment schedule.
- Fire alarm plans complete.
- Power coordinated with mechanical units and fire/smoke damper locations.
- Single line diagram & panel schedules complete.
- Standard & special details complete.
- Specifications Complete.
- In-house quality control and coordination review with design team.
- Plans ready for plan check submittal.

Electrical - 100% Construction Document Submittal (due date: November 6, 2017)

- Low voltage & telecom plans coordinated with design team.
- Final lighting and power coordination with architectural plans.
- Final power coordination with mechanical plans.
- All details complete.
- Final In-house quality control and coordination review with design team.
- Specifications coordinated with plans
- Documents ready for bidding and Construction.

Landscape:

Landscape Design Development Submittal (due date: January 17, 2017)

- Meeting with City Arborist and Planning Dept.
- Planting plan with species recommendations.
- Development of special site paved areas, ramps, retaining and planter walls for coordination with Civil/Arch.
- Preliminary estimate of water demands for irrigation.
- Preliminary coordination with drainage & grading plans.

Landscape - 50% Construction Document Submittal (due date: June 26, 2017)

- Planting plan with plant schedule.
- Irrigation plan with proposed POC for coordination with civil utility plan.
- Finish grading & drainage coordinated with civil plans.
- Hardscape design developed with architectural site plan (walks, ramps, stairs, planters)
- Site furnishings listed with cut sheets of recommended products or specs.
- Special details addressed or identified.
- General notes & details addressed.
- General legend, symbols, and abbreviations.
- Draft Specifications.

Landscape - 90% Construction Document Submittal (due date: August 16, 2017)

- Planting and irrigation plans complete.
- Utility POC's coordinated.
- Finish grading and drainage refined.
- Hardscape design, texture and color coordinated with Civil and Arch site plans.

- Site Furnishings determined and specified.
- Special details complete.
- Specifications complete.
- Documents ready for plan check submittal.

Landscape - 100% Construction Document Submittal (due date: November 6, 2017)

- All details complete.
- Final In-house coordination review with design team.
- Specifications complete.
- Documents ready for bidding and construction.

APPENDIX C
 Compensation to Consultant

Services for JAIL EXPANSION PROJECT:

<u>Basic Services:</u>	<u>Manner of Compensation:</u>	<u>Amount:</u>
Phase 3.Schematic Design	Flat Fee	\$276,410.00
Phase 4.Design Development	Flat Fee	\$306,770.00
Phase 5.Construction Documents Services	Flat Fee	\$589,580.00
Phase 6.Bidding and Award and Negotiation	Flat Fee	\$ 35,810.00
Phase 7.Construction Administration Services	Flat Fee	\$259,015.00
Site Observation Visits	Time and materials Not to exceed	\$ 67,820.00
Phase 8.Commissioning	Time and materials To be Negotiated	\$ 0.00
Phase 9:Record Drawings Services	Flat Fee	\$ 29,050.00
<hr/>		
Total		\$1,564,455.00

All expenses are included in the above fees. Any reimbursable expenses required for additional services will be billed at actual cost plus an administrative charge of 10%. Mileage is at the Internal Revenue Service standard mileage rate. The current rate is 54 cents per mile. Reimbursable expenses include reproductions, plotting, postage, shipping, meals, travel, lodging, models and renderings.

All services to be compensated on the basis of time and materials will be delivered only when authorized in advance by County. Hourly rates are as follows:

Principal	255.00
Director of Design	190.00
Senior Project Manager	180.00
Senior Planner	175.00
Project Manager	160.00
Senior Designer	160.00
Senior Project Architect	155.00
Senior Project Coordinator	150.00
Project Architect	145.00
Project Coordinator	135.00
Virtual Design Coordinator	135.00
Senior Design Technician II	120.00
Senior Design Technician	110.00
Interior Designer	105.00
Graphic Designer	95.00
Design Technician	95.00
Office Manager	105.00
Video Producer	80.00
Project Administrator	75.00
Administration	70.00

AGENDA TRANSMITTAL FORM

To: **Board of Supervisors**

Date: February 29, 2016

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

Phone Ext. X759

Department Head Signature [Signature]

<input checked="" type="checkbox"/>	Regular Agenda
<input type="checkbox"/>	Consent Agenda
<input type="checkbox"/>	Blue Slip
<input type="checkbox"/>	Closed Session
Meeting Date Requested:	
<u>03/08/16</u>	

Agenda Title: Rejection of Bid 15-14 New York Ranch Road/Ridge Road Intersection Improvement Project

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

Please see the attached memorandum.

Recommendation: 1) Reject all bids received for Invitation to Bid 15-14 New York Ranch Road/Ridge Road Intersection Improvement Project and; 2) Authorize the Purchasing Agent to re-advertise the project as required by law.

Recommendation/Requested Action:

See above recommendation.

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: Protest attached & Bid Evaluation Form

Request Reviewed by:

Chairman _____

Counsel SG

Auditor JOR

GSA Director Hop

CAO _____

Risk Management [Signature]

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

GSA-Jon Hopkins, Public Works-Aaron Brusatori.

FOR CLERK USE ONLY

Meeting Date 3-8-16 Time _____ Item # 9

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

Ayes: _____ Resolution _____ Ordinance _____ Other: _____

Noes: _____ Resolution _____ Ordinance _____

Absent: _____ Comments: _____

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

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

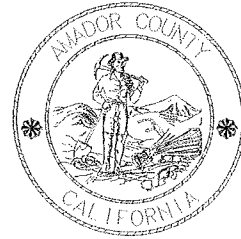
Save

GENERAL SERVICES ADMINISTRATION

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

LOCATION: 12200-B Airport Road, Martell, CA

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



MEMORANDUM

TO: Board of Supervisors

FROM: Jon Hopkins, GSA Director *JHop*

DATE: February 24, 2016

RE: Bid 15-14 New York Ranch Road/Ridge Road Intersection Improvement Project

On Thursday, February 4, 2016, at 1:30 PM bids for New York Ranch Road/Ridge Road Intersection Improvement Project - Bid 15-14, were received, opened and read publicly. The following bids were received:

1. Vinciguerra Construction (VC) - Sutter Creek, Ca	\$2,038,670.00 (unit prices)
2. George Reed Inc. (GRI) - Modesto, Ca	\$2,551,067.00
3. McGiure & Hester (MH) - Oakland, Ca	\$2,655,211.30
4. Martin Brothers Construction (MBC) - Sacramento, Ca	\$2,739,509.10

The engineer's estimate was \$2,175,000.00. On February 11, 2016 the County received a formal bid protest from George Reed Inc. Their formal bid protest is attached for reference and states various reasons why Vinciguerra Construction's (VC) bid submission is nonresponsive. The bid submitted by VC did not respond to questions correctly and omits various required forms or information (see Bid Evaluation – Exhibit A attached). After reviewing the bid protest and considering the engineers estimate and potential for project delay, and after consultation with County Counsel and the Community Development Director, my conclusion is that all bids for this project be rejected and that the project be re-advertised for bids.

Recommendation: 1) Reject all bids received for Invitation to Bid 15-14 New York Ranch Road/Ridge Road Intersection Improvement Project and; 2) Authorize the Purchasing Agent to re-advertise the project as required by law.

Cc: Greg Gillott, County Counsel
Aaron Brusatori, Community Development/Dept. of Transp. & Public Works Director
Jered Reinking, Senior Engineer
Danielle Whitaker, Fiscal Officer
file

H 9

BID EVALUATION - Exhibit A

March 8, 2016

Bid Division: **Public Works**
 Project Name: **New York Ranch Rd/ Ridge Rd Intersection Improvement Project**
 Location: **Intersection of Ridge Road and New York Ranch Road**
 Bid No.: **ITB 15-14 / Federal Aid Project #HSIPL 5926(039) & HRRRL 5926(040)**

Note: Unless otherwise noted below, all bid packages were sealed and delivered to GSA in Martell at or before 1:30 PM on February 4, 2016.
 These bids will receive Board consideration on: **March 8, 2016 (Target date).**

Apparent Low Bidder: Vinciguerra

Bidder name	George Reed	Martin Brothers	McGuire & Hester	Vinciguerra
Bid Price (As submitted)	\$2,551,067.00	\$2,739,509.10	\$2,655,211.30	\$2,013,820.00
Bid Price (As confirmed by staff)	\$2,551,067.00	\$2,739,509.10	\$2,655,211.30	\$2,038,670.00
Blue Ink	✓	See note #1.	✓	✓
All forms initialed	See note #11.	See note #11.	See note #11.	See note #11.
Bid Form Complete / Consistent	See note #6.	✓	✓	See note #13.
Addendum Acknowledgement	✓	✓	✓	✓
Bidder's Bond	✓	✓	✓	✓
Drug / Alcohol (pg. 13)	✓	✓	✓	✓
Equal Employment (pg. 14)	✓	✓	✓	✓
Public Contract Code (pg. 15-16)	✓	✓	✓	✓
Lobby Form LLL	✓	✓	✓	✓
Bidder Responsibility Questionnaire	See note #3.	✓	✓	See note #3.
References Forms (4) / Statement of Qualifications	See note #4.	See note #2.	See note #7.	See note #9.
Sub-Contractor Listing	See note #14.	See note #14.	✓	See note #14.
Sub-Contractor List / Identify Bid Items & Percentage of Bid Items (24 hour)	See note #12.	See note #12.	See note #5 & 12.	See note #12.
DBE 15-G / GFE 15-H	✓	See note #10.	✓	✓
Subs DBE 12-B Part I-II	✓	✓	✓	See note #10.
BMPs Schedule of Values	✓	✓	✓	See note #8.
Contractors License	✓	✓	✓	✓
DUNS # provided	✓	✓	✓	✓
Contact Info / Bid Signed	✓	✓	✓	✓
Subs Registered w/ DIR	✓	✓	See note #5.	✓

✓ Submitted and Acceptable

Prepared by: J. Reinking / V. Villa / D. Whitaker / J. Hopkins

Notes: *Information reviewed by GSA Director, Community Development Director & County Counsel*

#1	Portion of bid package submitted in black ink.
#2	No reference forms were submitted for Retaining Walls Company, Midstate Barrier and Pavement Coating Company at the time of bid. M&M Electric is not listed as a subcontractor but there is a reference form for them.
#3	George Reed - Bidder Responsibility Questionnaire - Answer/explanation on August 28, 2013 is not complete. Vinciguerra - Bidder Responsibility Questionnaire - Answered incorrectly/explanation provide on February 20, 2016.
#4	No reference forms were submitted for Green Vista Landscape and Stockton Fence Company at the time of bid. VSS International did not submit reference forms on the form provided with ITB 15-14 Vol. 1 of 2.
#5	K & G Concrete license number is incorrect on the subcontractor listing. The License # on the sub list is 98213, when the actual License # is 982137. The correct License # shows up in the DIR.
#6	Multiple "Item totals" on bid form are not filled in and were incomplete.
#7	All reference forms were submitted at the time of bid, however, Pavement Coatings Company did not use reference form provided with ITB 15-14 Vol. 1 of 2. but did provide an attached page of references.
#8	Schedule of Values form was submitted but no unit prices are written, the form is incomplete.
#9	No reference forms were submitted for Vintage Paving at the time of bid.
#10	Not submitted.
#11	Reference Forms are not initialed.
#12	Not submitted. This information was required to be submitted via fax within 24hours after bid opening. Bid documents listed Caltrans fax number and upon review with Caltrans no forms or information was received.
#13	Bid form was submitted, yet had minor errors in unit bid totals and bid total. Items 77 an 78 for lump sum totals appeared to be flip flopped. These two entries do not reasonable reflect the engineer's estimate. Unit prices prevail and total bid amount would be \$2,038,670.00, not \$2,013,820.00 as submitted.
#14	Vinciguerra Construction, George Reed Inc. & Martin Brothers all listed different subcontractors on their Exhibit 12-B Bidder's List of Subcontractors (DBE and Non-DBE) form in comparison to and their Subcontractor Listing form. Any work in an amount in excess of one-half of one percent of the total bid or ten thousand dollars, whichever is greater, must be listed on each bidder's Subcontractor Listing form to prevent bid shopping. When other contractors are listed on bidder's 12-B form, it raises questions as to if these contractors should have been listed on their Subcontractor Listing form as required by law. Because the recommendation is to re-bid the project, clarification into these matters was not obtained, just noted.

MODESTO OFFICE
P.O. BOX 4760, MODESTO, CA 95352
TELEPHONE: (209) 523-0734
ESTIMATING FAX: (209) 523-4927
ACCOUNTING FAX: (209) 523-4313



OFFICE AND YARD:
140 EMPIRE AVENUE
MODESTO, CALIFORNIA 95354
1-877-823-2305
WWW.GEORGEREED.COM

State Contractor's License No. 211337-A



February 11, 2016

Mr. Jon Hopkins
County of Amador
12200-B Airport Road
Martell, CA 95654

Bid #15-197

PROJECT: New York Ranch Road/Ridge Road Intersection Improvement Project, Bid No. 15-14, Federal Aid Project No. HSIPL-5926(039) & HRRRL-5926(040), County Project No. 5515 & 5535

BID DATE: February 4, 2016

SUBJECT: Bid Protest of Vinciguerra Construction

George Reed, Inc. ("GRI") hereby submits a formal Bid Protest of Vinciguerra Construction's ("VC") bid. VC has failed on multiple accounts to meet the requirements set forth in the project specifications for a bid proposal to be considered responsive. GRI requests that VC be found non-responsive for the following reasons:

1. **Inaccurate Response on The Bidder Responsibility Questionnaire:** The Bidder Responsibility Questionnaire inquires as to the responsiveness of the bidder on agency projects over the past 10 years. VC indicated they have not been considered nonresponsive by checking the "no" box on each of the three questions. However, a quick internet search turned up 4 instances where VC was in fact determined by the public agency to be nonresponsive. Agencies making this determination include South Lake Tahoe PUD - 7/9/15, City of South Lake Tahoe - 6/16/15, City of Galt - 2/17/15, and San Luis Obispo - 11/9/10 (see attached exhibits). This search was not intended to be a comprehensive search and more examples may exist. Quoting from the first line of the Bidder Responsibility Questionnaire "*failure to truthfully answer the following questions will result in a finding that the bid is nonresponsive*".
2. **VC failed to include Exhibit 12-B Bidder's List of Subcontractors (DBE and Non-DBE):** As per the table shown in section 2-1.33 Bid Document Completion and Submittal, these forms are required to be submitted with the bid. When one considers

the amount of valuable resources it takes to provide this information on bid day, ignoring or waiving this requirement would result in an unfair competitive bid day advantage for the contractor not in compliance with the requirement.

3. **VC failed to include pricing on the Schedule of Values-Implementation and Maintenance of Construction Site BMPs:** As per the table shown in section 2-1.33 Bid Document Completion and Submittal, these forms are required to be submitted with the bid. This requirement was further reiterated and clarified in the response to pre-bid question # 22 wherein the county stated: *“County requires Contractor to fill out form to give County an idea of what additional items may cost to install. This SOV is not a quote. Please submit completed SOV with bid.”*

4. **VC failed to initial each form as required:** Per Proposal Section I, Instructions and Information, General, paragraph B, “Each form shall be initialed by the authorized person signing and submitting the Bid.”

The decisions made by VC to provide inaccurate responses to the bidder questionnaire and disregard the aforementioned proposal requirements set forth by the County undermines the efforts of all other contractors to comply with the proposal requirements. For the reasons stated above, GRI believes that VC’s bid proposal should once again be found non-responsive. We request that the County proceed with award to George Reed, Inc., the lowest responsive and responsible bidder.

Respectfully,

GEORGE REED, INC.



Stacy Case
Chief Estimator



SOUTH TAHOE PUBLIC UTILITY DISTRICT

Richard Solbrig, General Manager

Shannon Cotulla, Assistant General Manager

Randy Vogelgesang, President
Chris Cefalu, Director

BOARD MEMBERS
James R. Jones, Director

Kelly Sheehan, Vice President
Duane Wallace, Director

SPECIAL MEETING OF THE BOARD OF DIRECTORS SOUTH TAHOE PUBLIC UTILITY DISTRICT

July 9, 2015

MINUTES

The South Tahoe Public Utility District Board of Directors met in a special session, 9:02 a.m., at the District Office, located at 1275 Meadow Crest Drive, South Lake Tahoe, California.

ROLL CALL:

Board of Directors: President Vogelgesang, Directors Cefalu, Jones, Sheehan, Wallace

Staff: Paul Hughes, Melonie Guttry, Richard Solbrig, Shannon Cotulla, Gary Kvistad, John Thiel, Julie Ryan, Trevor Coolidge, Tori Lendstrom, Heidi Baugh, Brian Bartlett, Cliff Bartlett, Chris Stanley, Randy Curtis, Tim Bledsoe, Jim Hilton, Tim Rieger

Guests: Thomas Haen, Robert Haen, Thomas Haen Company, Inc.; Wayne Vinciguerra, Casey Vinciguerra, Austin Vinciguerra, Susan Vinciguerra, Vinciguerra Construction

CORRECTIONS TO THE AGENDA:

Attorney Kvistad reported two items are proposed to be added to the Agenda – Item 3 a Bid Protest Hearing, and 3 b Closed Session. These items came to the Board's attention after the Agenda was posted and require immediate action. Under Government Code 54954.2, the Board can add these items to the Agenda with a 2/3's vote. If approved, Item 3 a will be moved to Item 3 c. Staff reported immediate action is needed to add these items to the Agenda for the following reasons:

- Pump control valves are at the end of their useful lives and in danger of imminent failure.
- Pump performance is declining, suggesting an imminent need for rebuild
- Numerous days of power outages and current imbalance from the main power feed at Luther Pass has caused motors to trip out on high temperate and contributes to putting motors at risk.
- Existing transformers pose reliability risk
- The project needs to move forward to remain in compliance with the Porter-Cologne Water Quality Control Act.
- A culmination of these critical issues requires the District to keep this project moving forward.

Moved Vogelgesang / Second Wallace / Cefalu Yes / Jones Yes / Vogelgesang Yes / Sheehan Yes / Wallace Yes to add Items 3 a – 2015 Luther Pass Pump Station Power and Control Project Bid Protest Hearing; and Item 3 b – Closed Session Regarding Potential Litigation to the Agenda.

ITEMS FOR BOARD ACTION:

- a. Bid Protest Hearing - Staff reported on the 2015 Luther Pass Pump Station Power and Control Project Re-Bid process. Staff found six (6) deviations identified in Vinciguerra's bid, three (3) of which continue to be a concern to staff.
 1. The bid is incomplete without backup to support the listing of non-American valves on the Materials/Suppliers list. The District is not obligated to accept an incomplete bid.
 2. Although Vinciguerra Construction signed the AIS Certification, the Certification does not state that the bidder will provide only AIS compliant products.
 3. The listing of the non-compliant manufacturer states the Contractor's intent to provide non-compliant products, and his signing of the Certification committed him to provide the required documentation to support the listing. That document was missing from the bid, and so it is incomplete.
 4. The AIS issue is a matter of omission from the Bid of required documentation to support the naming of non-American products.
 5. "Rockwell" is in fact an approved manufacturer of "Control System Software" for the PLC's on the project. Vinciguerra's information further confirmed that "Wonderware" will also be provided as the "Control System Software" for the HMI's on the project, as required.
 6. The District does not allow contractors to correct errors in the bid. It might waive minor irregularities, but it does not change the bid.

The Public Hearing was open at 9:21 a.m. to receive public comments and protests regarding the 2015 Luther Pass Pump Station Power and Control Project Protest. The Board listened to comments from Jennifer Dauer, counsel for Vinciguerra Construction and Thomas Haen, Thomas Haen Company, Inc. Jennifer Dauer finished her comments by stating Vinciguerra Construction has been responsive and requests that the Board not take staff's recommendation, but to award this contract to Vinciguerra Construction. Staff addressed points raised by Vinciguerra's counsel.

The Public Hearing was closed at: 9:44 a.m.

- b. **ADJOURNMENT TO CLOSED SESSION:** 9:44 a.m.

RECONVENED TO OPEN SESSION: 10:02 a.m.

- c. **2015 LUTHER PASS PUMP STATION POWER AND CONTROL PROJECT**

Staff provided an assessment of the protest and finds the protest without merit, recommending the Board find the bid non-responsive for the following reasons:


- Omission of information required by the certification makes the bid incomplete. Information is required by the grant funder when foreign product is stated in the bid as was the case here.
- Omission of the information has potential to jeopardize the District's grant funding. To be consistent, the District has in the past has found bids non-responsive for failure to comply with requirements that are set by the grant funder.
- Attorney Kvistad added Vinciguerra's counsel's reading of the various components of the contract documents in the certification was selective. It is important that the contract documents be read in whole and in context with the intent.

President Vogelgesang commented that staff did their due diligence and appreciates comments made by Vinciguerra Construction. He does not see any reason to go against staff's recommendation. **Director Wallace** stated that time is of the essence and based on the information, agrees that Vinciguerra's bid is incomplete. The District has lost funds in the past and cannot allow that to happen on this project. **Director Jones** supports staff's recommendations and agrees with comments made by Vogelgesang and Wallace.

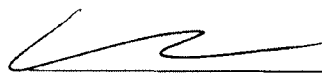
Moved Vogelgesang / Second Sheehan / Cefalu Yes / Jones Yes / Vogelgesang Yes / Sheehan Yes/ Wallace Yes to find the Vinciguerra Construction protest without merit and that it should be denied based on the reasons stated by staff.

Moved Vogelgesang / Second Jones / Cefalu Yes / Jones Yes / Vogelgesang Yes / Sheehan Yes/ Wallace Yes to find the bid from Vinciguerra Construction as non-responsive for failure to comply with the requirements of the Buy American Certification because the bid was incomplete in the omission of the documentation that was necessary to support their naming of non-American made valves on the Materials/Suppliers list, and further did not identifying nor supplying backup documentation for those valves as required by the Buy American Certification; reject the bid from Vinciguerra Construction; waive the minor irregularities from Thomas Haen Company; and award the contract for the 2015 Luther Pass Pump Station Power and Control Project to Thomas Haen Company, Inc. in the amount of \$3,881,334.


ADJOURNMENT: 10:09 a.m.



Melonie Guttry, Clerk of the Board
South Tahoe Public Utility District



Randy Vogelgesang, Board President
South Tahoe Public Utility District

	CITY COUNCIL SOUTH TAHOE REDEVELOPMENT SUCCESSOR AGENCY MEETING MINUTES TUESDAY, JUNE 16, 2015, 9:00 A.M. CITY COUNCIL CHAMBERS, 1901 AIRPORT ROAD SOUTH LAKE TAHOE, CALIFORNIA 96150
	8:00 A.M. – CLOSED SESSION
	AMENDMENT #1 – NEW BUSINESS (d) – TIME CERTAIN 1:00 P.M.

NOTE: The Meeting Minutes represent a summary of the public communications, City Commission reports, staff reports, actions and Councilmember reports at the June 16, 2015, meeting of the City Council and the STRSA Board of Directors. Complete Councilmember and Board Member discussions on Regular Session meeting items can be viewed on the City's website at <http://www.cityofslt.us> and details and public submittals on items can be reviewed in the staff reports contained in the agenda packet which is kept on file in the City Clerk's department as permanent record or on the City's website at <http://www.cityofslt.us>

CALL TO ORDER:

At 8:00 a.m. Mayor Cole called the meeting to order.

ROLL CALL:

Present were Mayor Cole and Councilmembers Conner, David, Davis and Sass. Also present were City Manager Kerry, City Attorney Watson and City Clerk Alessi.

Mayor Cole asked if anyone from the public wished to speak on the Closed Session Agenda Items. No one appeared in order to be heard.

CLOSED SESSION:

Mayor Cole convened the Closed Session at 8:01 a.m.

The Closed Session agenda items were taken out of order by Council consensus; and at this point Councilmember Davis recused himself due to a conflict of interest on the following Closed Session agenda item:

(b) CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION:

Pursuant to Government Code Section 54956.9(b):
Claim by Vacation Rental Alliance

CITY ATTORNEY WATSON BRIEFED THE COUNCIL ON THIS ANTICIPATED LITIGATION CASE. 1002/1020

At 8:43 a.m., Councilmember Davis joined the Council in the Chambers and participated in the following Closed Session agenda item:

(a) CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION:

Pursuant to Government Code Section 54956.9(c):
Possible Initiation of Litigation
One (1) Case

CITY ATTORNEY WATSON BRIEFED THE COUNCIL ON THIS ANTICIPATED LITIGATION CASE. 1002

NEW BUSINESS – Item (b): (Continued)

Sass indicated his willingness to serve as a subcommittee member and requested that the Council identify proposed objectives for consideration.

Councilmembers and staff conducted discussion and the Council identified the following for the subcommittee's, staff's, and public's review and deliberation associated with VHR Permits and the VHR Ordinance:

- A permit process through the City's Planning Department with the assistance of the City's Building Department.
- Health and safety requirements such as emergency lighting, smoke/carbon monoxide detectors and fire extinguishers.
- Parking recommendations.
- Parking restrictions and/or mitigation elements in the discretion of the Zoning Administrator.
- Vetting with the Building Official compliance with all laws including the Uniform Building Code and the El Dorado County regulations regarding swimming pools and spas.
- Exterior lighting.
- Non-conforming property issues.
- Permit applications during escrow.
- Renewal process.

IT WAS MOVED BY MAYOR COLE, SECONDED BY COUNCILMEMBER CONNER AND CARRIED AS FOLLOWED TO CREATE A SUBCOMMITTEE COMPRISED OF COUNCILMEMBER DAVID AND COUNCILMEMBER SASS TO BRING BACK RECOMMENDATIONS TO THE CITY COUNCIL TOWARD THE CRAFTING OF A VACATION HOME RENTAL ORDINANCE:

**AYES: COLE, CONNER, DAVID AND SASS
RECUSE: DAVIS**

1020

Mayor Cole called for a 10-minute recess.

NOTE: THE FOLLOWING NEW BUSINESS ITEMS WERE HEARD OUT OF AGENDA ORDER.

1:00 P.M. – TIME CERTAIN:

- (d) **Agreement between the City of South Lake Tahoe and Burdick Excavation Company, Inc. to Construct the Sierra Tract Erosion Control Project, Phase 3/4, PWC 2005-01, City Bid No. 15-30140044-BN-2 (\$4,374,290), Approve a 7-percent Construction Contingency (\$306,200); and Adopt Resolution Transferring Various CIP Funds and EIP Grant Funding to the Sierra Tract ECP, Phase 3/4**

Associate Civil Engineer Hill provided the staff report and said bids for the Sierra Tract Erosion Control Project, Phase 3/4 were received on June 3rd. He reported that subsequent to review of the submitted bid documents staff was recommending an award to Burdick Excavation Company, Inc.

Councilmembers and staff conducted brief discussion.

At 2:03 p.m., Mayor Cole asked if anyone in the audience wished to provide comment. No one appeared in order to be heard and Mayor Cole closed the public comment period.

IT WAS MOVED BY COUNCILMEMBER DAVIS, SECONDED BY COUNCILMEMBER SASS AND UNANIMOUSLY CARRIED TO APPROVE AND AUTHORIZE THE MAYOR TO EXECUTE AGREEMENT NO. C-46-15, BETWEEN THE CITY OF SOUTH LAKE TAHOE AND BURDICK EXCAVATION COMPANY, INC. TO CONSTRUCT THE SIERRA TRACT EROSION CONTROL PROJECT, PHASE 3/4, PWC 2005-01, CITY BID NO. 15-30140044-BN-2 FOR \$4,374,290, AND TO APPROVE A 7-PERCENT CONSTRUCTION CONTINGENCY FOR \$306,200. 1023/1033/1047



City of South Lake Tahoe

"making a positive difference now"

NEW BUSINESS d

STAFF REPORT

City Council Meeting of June 16, 2015

To: Nancy Kerry, City Manager

From: Stan Hill, P.E., Associate Civil Engineer

Re: Agreement between the City of South Lake Tahoe and Burdick Excavation Company to Construct Sierra Tract Erosion Control Project, Phase 3/4, PWC 2005-01, City Bid No. 15-30140044-BN-2 (\$4,374,290.00), Approve a 7% Construction Contingency (\$306,200), and Adopt Resolution Transferring Various CIP Funds and EIP Grant Funding to Sierra Tract ECP, Phase 3/4.

RECOMMENDATION:

Award bid to Burdick Excavation Company in the Amount of \$4,374,290 with a 7% Construction Contingency in the Amount of \$306,200; and Authorize Mayor to Execute Agreement between the City Of South Lake Tahoe and Burdick Excavation Company; and Adopt Resolution Transferring Various CIP Funds and EIP Grant Funding to Sierra Tract ECP, Phase 3/4.

BACKGROUND:

The Sierra Tract Erosion Control Project, Phase 3/4 (Project) is the last high priority Erosion Control Project (ECP) within the Sierra Tract (AKA Tahoe Sierra) subdivision area. The Project includes reconstruction of an aging stormwater collection and conveyance system, with the addition of new curbs, gutters, stormwater treatment basins, storm water infiltration galleries, and roadside shoulder revegetation. The Project is located in the north-westerly portion of the Sierra Tract residential district and backs up against the commercial corridor that fronts Lake Tahoe Boulevard (U.S. Highway 50). A project vicinity map is included as an attachment to this staff report.

The Sierra Tract ECP was originally conceived and added to the Lake Tahoe basin Environmental Improvement Program (EIP) list following the 1997 Environmental Summit. Phases 2, 1a, and 1b, were constructed in 2005, 2007, and 2010 respectively. Sierra Tract ECP, Phase 3 and Phase 4 started out as two distinct EIP funded projects. However, as EIP funding availability faded, new pollutant load reduction tools were developed to assist with predicting high priority pollutant producing areas. Consequently, the Phase 3 and Phase 4 high priority areas identified using the pollutant load prediction tools were combined into a single project area and redefined as Phase 3/4.

Project improvements include the removal of an aging stormwater collection and conveyance system that was constructed as part of an older erosion control project, Northwest Sierra Tract ECP in 1988. The old existing storm drain system was constructed using corrugated steel pipe (CMP) that is nearing the end of its design life. Sierra Tract ECP, Phase 3/4 provides an opportunity to replace the corroding stormwater conveyance system along with rebuilding an existing water quality treatment basin and constructing additional "low impact development" water quality treatment and infiltration improvements.

ISSUE AND DISCUSSION:

First Project Bid:

The Project was first bid in late February 2015; bids were opened on March 23, 2015. The March bids were rejected because the low bidder did not meet the Disadvantaged Business Enterprise (DBE) participation goal and did not perform a reasonable Good Faith Effort (GFE) as required for a finding of a responsive and responsible bid. The second lowest bid was found non-responsive because of bidding inconsistencies and not meeting DBE goals or GFE requirements. The other six bids received by Public Works far exceeded the available construction budget. Therefore, all bids were rejected and the project rebid.

Second Project Bid:

The Project was advertised for bid the second time on May 13, 2015 for a three-week bid period. Over 100 prospective bidders, materials suppliers, and interested parties were notified of the project bid through the City's PlanetBids website. In addition, 15 builder's exchanges were sent notices of the bid advertisement. The Project "Notice to Bidders" was advertised in the Tahoe Daily Tribune on May 13th and May 20, 2015. The second bids were received, opened and read aloud at the City Services Center on June 3, 2015.

The bids received are as follows:

Bidder	Base Bid (\$)	Compensable Delay - 60 day	Total Base Bid (\$)
Burdick Excavation Company, Inc.	\$4,374,290.00	\$60.00	\$4,374,350.00
Thomas Haen Company, Inc.	\$4,512,261.50	\$600.00	\$4,512,861.50
White Rock Construction, Inc.	\$4,958,327.50	\$0.00	\$4,958,327.50
Sierra Nevada Construction	\$5,177,077.00	\$60.00	\$5,177,067.00
The following bids were found non-responsive			
Herbeck General Engineering, LLC	\$4,550,772.00	\$0.00	\$4,550,772.00
Vinciguerra Construction	\$4,348,358.00	\$60.00	\$4,348,418.00

The Lowest bid is approximately 10% above the Engineer's Estimate for the Project. The difference between the Engineer's Estimate and Project bid prices reflects the recovering economy and a less competitive bidding environment experienced within the Tahoe Basin during the last several years.

Funding sources require contractors to include Disadvantaged Business Enterprise (DBE) sub-contractors to perform a project specific percentage of the work. The project DBE participation goal determined for Sierra Tract is 6% of the total contract amount. Each contractor is required to either meet or exceed the DBE goal. If bidders are not able to meet the DBE goal, they must provide a Good Faith Effort that demonstrates they made a strong effort to retain DBE subcontractors to perform a portion of the project work. During the evaluation of the contractor's bid submittal, the City must determine if the contractor's Good Faith Effort (GFE) was reasonably adequate. Federal law requires agencies to provide copies of the bidders DBE document submittal and a written report of the DBE/GFE evaluation. If the City does not comply with the DBE evaluation procedures, a loss of grant funding could result.

Review of the bid results following the bid opening indicated Vinciguerra Construction was the apparent low bidder. Public Works staff evaluated each of the bids to assure they were complete and correct. The bid proposals submitted by Vinciguerra Construction and Herbeck General Engineering had bid irregularities that cannot be deemed insignificant. Therefore, Public Works, with the City Attorney's evaluation of the bid documents, determined the Vinciguerra Construction

and Herbeck General Engineering bid documents were **non-responsive**. Consequently, Burdick Excavation Company became the apparent low bidder.

Review of the Burdick Excavation Company (Burdick) bid documents indicated they had not met the Project DBE participation goal of 6%. Burdick listed their DBE participation at 4.3%. Using the amount of their listed DBEs, the corrected DBE participation would actually be 3.44%. A large portion of the DBE credit that Burdick has listed is from a construction materials supplier. Review of the materials being purchased from the DBE materials supplier cannot be credited as listed in the Burdick DBE participation form. More specifically, the custom fabricated bid items, Single and Double Sediment Traps (bid items 62 through 66) do not meet the test of the DBE providing a "commercially useful function." Therefore, the Sediment Traps being supplied by the DBE cannot be applied to Burdick's DBE credits at the rate they have listed. The only DBE credit allowed for the Sediment Traps would be the commission or mark-up realized by the DBE materials supply dealer. Considering a 4% mark-up on the Sediment Traps, the estimated DBE participation is 2.4%.

Although Burdick did not meet the Project DBE participation goal, they did submit documentation of their Good Faith Effort (GFE). The overall good faith effort does represent a reasonable effort in reaching out to over 50 certified DBEs through telephone, fax, and email inquiries. In addition, Burdick's GFE included a solicitation outreach effort through three publications. Considering the number of DBEs solicited and Burdick achieving 2.4% of the DBE participation goal, Public Works staff made the finding of a reasonable and acceptable GFE. Therefore, Burdick was found to be the lowest responsive and responsible bidder. Public Works recommends awarding the bid to Burdick Excavation Company.

STRATEGIC PLAN AND BUSINESS PLAN RELEVANCE:

The Project supports the City's Strategic Priority to *Improve the Built Environment* and providing environmental benefits. The Project is an essential component of the City's stormwater permit compliance strategy. Pollutant load reduction models project a citywide 3% reduction of fine sediment particles that would otherwise be conveyed to the Lake. This reduction equates to meeting 30% of the City's 2016 MS4 permit requirement for the removal of base line pollutant loads entering Lake Tahoe.

FINANCIAL AND/OR POLICY IMPLICATIONS:

Project construction costs are being met through a variety of funding sources including the State Water Resource Control Board (SWRCB), California Tahoe Conservancy (CTC), United States Forest Service (USFS), Regional Surface Transportation Program (RSTP), and transferred Capital Improvement Project (CIP) funds. The SWRCB funding is through a Proposition 84 grant.

Resolution 2013-58 authorized Public Works to sign and file, on behalf of the City, an application for construction funding and, to negotiate and execute a financial assistance agreement with the SWRCB. In summary, Resolution 2013-58 pledges a City match of the Prop. 84 grant of up to 20% of the entire Sierra Tract 3/4 Project construction expenses. The Proposition 84 grant agreement between the City and SWRCB commits the City to a \$540,000 matching contribution.

The USFS grant requires a one-to-one, dollar per dollar grant match. Unlike the Proposition 84 grant, USFS grant match requirements do not specifically require a City (local) funding match; USFS grant matching requirements can be met through either State grants or local funding

sources expended on any City administered EIP project. The USFS grant matching requirements were previously met when the grants were originally awarded to the City. Therefore, the USFS grant funding can be expended on the Project EIP related construction expenses without further grant matching.

In addition to a multitude of various grant funding sources, the Project will expend City CIP funding from the Annual Street Pavement Rehabilitation account for project paving, and the Sierra Boulevard Streetscape Project account to meet the City's required Prop. 84 grant match commitment. The City's Proposition 84 grant match requirement is being met through the following local, non-grant funding:

Regional Surface Transportation Program (RSTP):	\$163,000
STPUD 2013 Pavement Reimbursement:	\$ 74,292
City Pavement Reconstruction Funds:	\$141,920
<u>Sierra Boulevard Streetscape CIP Funds:</u>	<u>\$215,000</u>
Total Funding Available for Proposition 84 Match:	\$594,212

Expenses:

Table 1: Base Bid Award and Construction Related Expenses

Account Number	Expense Description	Expense Type	Amount
301-40044-48030	Burdick Excavation Company – Base Bid	Construction	\$ 4,374,290
301-40044-48032	7% Construction Contingency	Construction	\$ 306,200
301-40044-48044	CCMI (Labor Compliance)	Architect & Engineer Fees	\$ 25,000
301-40044-48034	CDM Smith – Construction Engineering	Architect & Engineer Fees	\$ 74,440
301-40044-48050	Prop. 84 Required Compliance Monitoring	Monitoring	\$ 39,690
301-40044-48060	Education and Outreach	Administration	\$ 15,520
		Anticipated Expenses:	\$4,835,140.00

Construction contingency is generally set at 10%. However, in order to keep projected expenses in line with available revenues the contingency is limited to 7% at this time. Every effort will be made to minimize contract change orders; however, unforeseen circumstances may require additional funds. If necessary, staff may return to City Council to authorize additional construction funding, possibly from the 2015 RSTP allocation that is normally delivered to the City by TRPA in September of each year.

Revenues:

Table 2: The Project has the following committed funding sources:

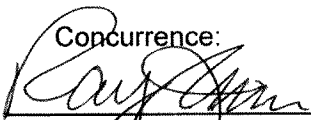
Account	Committed Funding Source	Funding Type	Amount
33241	Proposition 84	Construction, Administration, Monitoring, Education/Outreach	\$2,811,164
33117	USFS, SNPLMA – Round 10	Construction & Construction Admin.	\$ 114,314
33117	USFS, SNPLMA – Round 12	Construction & Construction Admin.	\$ 998,337
33212	CTC Implementation Grant	Construction & Construction Admin.	\$ 211,613
33222	Regional Surface Transportation Program	Inspection, Construction	\$ 163,000
	STPUD – utility relocation reimbursement	Construction	\$ 105,500
	STPUD – grind & overlay reimbursement	Construction	\$ 74,292
30150005	CIP Transfer: Pavement Rehabilitation	Construction	\$ 141,920
30150022	CIP Transfer: Sierra Blvd. Rehabilitation	Construction	\$ 215,000
		Total Committed Funding:	\$4,835,140

The USFS grant, RSTP, and CIP funding listed in Table 2 includes grant budget transfers from completed projects and projects that are idle (or lack sufficient funding to be a viable project at this time). The USFS has approved the Round 10 and Round 12 budget transfers over to Sierra Tract ECP, Phase 3/4. The CTC and Proposition 84 funding listed within Table 2 were previously loaded into the Project budget. To provide construction budget, the attached Resolution transfers CIP and EIP grant funding to the Sierra Tract ECP, Phase 3/4.

By:



 Stan Hill, P.E.
 Associate Civil Engineer

Concurrence:


 Ray Jarvis, P.E.
 Public Works Director

Reviewed and Approved by:



 Nancy Kerry
 City Manager

- Attachments:
- A. Project Vicinity Map
 - B. Resolution Authorizing the Transfer of CIP and EIP Funding to Sierra Tract ECP, Phase 3/4
 - C. Bid Tabulation Summary
 - D. Resolution No. 2013-58 – Prop. 84 Grant Authorization
 - E. Construction Contract

- c: Genevieve Villemare, US Forest Service
- Kelley List, State Water Resource Control Board
- Joe Pepi, California Tahoe Conservancy
- Stefan Shuster, CDM Smith
- Burdick Excavation Company, Successful Contractor



CITY OF GALT

MINUTES

REGULAR CITY COUNCIL MEETING Council Chambers, 380 Civic Drive, Galt, California Tuesday, February 17, 2015, 5:30 pm

The meeting was called to order at 5:30 pm by the vice mayor. Council Members present: Payne, Heuer, Campion, and Powers. Absent: Crews.

Staff members present: City Manager Behrmann, City Clerk Settles, and City Attorney Rudolph.

Rudolph asked to add an agenda item to closed session. He said a bid protest was being submitted on the Meadowview Area Water Service Line Replacement Project and he anticipated litigation.

ACTION: Upon a motion by Campion, seconded by Heuer, adding conference with legal counsel-anticipated litigation: Significant exposure to litigation pursuant to Section 54956.9(b) - One potential case was approved by a unanimous roll call vote of council members present. Absent: Crews.

ADJOURN TO CLOSED SESSION:

1. **PUBLIC EMPLOYEE APPOINTMENT** pursuant to and under the authority of Government Code Section 54957.

Title: Police Chief

2. **CONFERENCE WITH LEGAL COUNSEL-ANTICIPATED LITIGATION:** Significant exposure to litigation pursuant to Section 54956.9(b) - One potential case

RECONVENE TO OPEN SESSION: The council reconvened to open session at 7:00 pm at which time the city attorney announced there was no action taken.

The vice mayor called the meeting to order at 7:01 pm. Council Members present: Payne, Heuer, Campion, and Powers. Absent: Crews.

Staff members present: City Manager Behrmann, City Clerk Settles, City Attorney Rudolph, Public Works Director Winkler, Police Chief Bowen, Human Resources Administrator Islas, Community Development Director Stewart, and Parks & Recreation Director Solis. Absent: Finance Director Kiriu.

OPENING CEREMONIES - Silent prayer was observed, Boy Scout Troop 119 recited the flag salute and the city clerk read the video statement.

AGENDA APPROVAL, ADDITIONS AND/OR DELETIONS: Payne pulled I5 from the Consent Calendar for discussion.

PRESENTATIONS: None.

PUBLIC COMMENTS - The clerk announced that members of the audience could address the council on any matter which is not on the agenda but within the subject matter jurisdiction. She advised the location

**GALT CITY COUNCIL MINUTES
REGULAR MEETING OF FEBRUARY 17, 2015
PAGE 3**

POLICE DEPARTMENT:

2. **SUBJECT:** Police Activities League (PAL).
RECOMMENDED ACTION: Approve the recommended commitment from the Galt Police Department to the Galt PAL Organization for a minimum of one police officer after school 2-3 days per week, Citizens Assisting Police Services (CAPS) involvement and funding in the amount of \$5,000 for fiscal year 2014/2015.

Bowen gave the staff report.

Al Baldwin had concerns about funding the program with Measure R and asked council to look at the program more closely.

Mike Hodge supported the program.

Mike Singleton, PAL President, gave an overview of the program.

Campion said he would like to fund the program through the end of the fiscal year and have them submit an application during the budget process for a Community Benefit Grant through the City. Powers said PAL was different from the other organizations because they worked directly with the Police Department and CAPS. Heuer asked about the funding for the program and Bowen said the one police officer was currently funded through a grant received by the school district and Measure R funds. Heuer asked if staff supported the program and Bowen said yes they were supportive.

ACTION: Upon a motion by Heuer, seconded by Powers, approving the recommended commitment from the Galt Police Department to the Galt PAL Organization for a minimum of one police officer after school 2-3 days per week, Citizens Assisting Police Services (CAPS) involvement and funding for \$5,000 for fiscal year 2014/2015 was asked to be amended by Campion.

Campion said fund the insurance, the association fee and \$500 for the remainder of the fiscal year and have the organization submit an application for the Community Benefit Grant during the budget process. Heuer asked how long the insurance would cover the program and Bowen said it was a calendar year.

ACTION: Upon a motion by Campion, seconded by Heuer, amending the motion to fund PAL for \$2,800 for the remainder of the fiscal year and encouraging PAL to apply for the Community Benefit Grant during the budget process was approved by a roll call vote of council members present with Powers dissenting. Absent: Crews.

PUBLIC WORKS DEPARTMENT:

3. **SUBJECT:** Rejection of bids and award of contract for the Meadowview Area Water Service Line Replacements Project.
RECOMMENDED ACTION: Adopt Resolution No. 2015-18 to: 1) Reject the low and second low bids as non-responsive; 2) Authorize the City Manager to execute a contract with Campbell Construction in the amount of \$420,071 for the construction of the Meadowview Area Water

**GALT CITY COUNCIL MINUTES
REGULAR MEETING OF FEBRUARY 17, 2015
PAGE 4**

Service Line Replacement Project; 3) Authorize a project contingency in the amount of \$27,929; 4) Authorize the City Manager and Finance Director to transfer \$450,000 from Capital Improvement Project (CIP)#53AN to a newly established CIP budget account to fund the project; and 5) Authorize the Public Works Director to accept the improvements and issue the Notice of Completion upon satisfactory completion of the work.

Trung Trinh, Senior Civil Engineer, gave the staff report.

ACTION: Upon a motion by Campion, rejecting all bids and going back out for bid died due to the lack of a second.

ACTION: Upon a motion by Powers, seconded by Heuer, Resolution No. 2015-18 was approved by a unanimous roll call vote of council members present with Campion dissenting. Absent: Crews.

COMMUNICATIONS: None.

CITY CLERK'S REPORT:

1. **SUBJECT:** Outside Agency Appointments and Appointments by the Entirety of the City Council.
RECOMMENDED ACTION: Review the matrix and make appointments as necessary and in accordance with City practice.

Settles gave the staff report.

ACTION: Upon a motion by Powers, seconded by Payne, appointing Heuer to City and Schools Together Committee (CAST) was approved by a unanimous roll call vote of council members present. Absent: Crews.

ACTION: Upon a motion by Heuer, seconded by Campion, appointing Powers as the CAST alternate was approved by a unanimous roll call vote of council members present. Absent: Crews.

ACTION: Upon a motion by Heuer, seconded by Powers, appointing Campion to the Chamber Economic Development Task Force was approved by a unanimous roll call vote of council members present. Absent: Crews.

COMMENTS BY STAFF: Winkler said the City had a 48% reduction in water usage this January as compared to last January. Stewart proposed a two-hour workshop for the Development Code Update. Heuer suggested a study session and Payne agreed on March 10th at 4:00 pm. Bowen shared a letter of commendation for Officer Andrey Protsyuk.

COMMENTS BY CITY COUNCIL MEMBERS/FUTURE AGENDA ITEMS

VICE MAYOR PAYNE: said the Eggstravaganza would be on March 28th.

COUNCIL MEMBER HEUER: loved the Winter Bird Festival and asked for a follow up report.



**COUNCIL AGENDA
REPORT**

Meeting Date: February 17, 2015
Item Number:

FROM: Steven Winkler, Public Works Director *SW*
PREPARED BY: Trung Trinh, P.E., Senior Civil Engineer *T.T.*
SUBJECT: **REJECTION OF BIDS AND AWARD OF CONTRACT FOR THE
MEADOWVIEW AREA WATER SERVICE LINE
REPLACEMENTS PROJECT**

RECOMMENDATION


Adopt a resolution to:

- 1) Reject the low and second low bids as non-responsive; and
- 2) Authorize the City Manager to execute a contract with Campbell Construction in the amount of \$420,071 for the construction of the Meadowview Area Water Service Line Replacement Project; and
- 3) Authorize a project contingency in the amount of \$27,929; and
- 4) Authorize the City Manager and Finance Director to transfer \$450,000 from CIP #53AN to a newly established CIP budget account to fund the project; and
- 5) Authorize the Public Works Director to accept the improvements and issue the Notice of Completion upon satisfactory completion of the work.

DISCUSSION

Background

The City Council approved a City-wide water meter installation project last year in order to comply with State mandates. To date, over 4000 water meters have been installed in the meter-ready and semi-meter ready areas of the City. The remaining 2000 meters consist primarily of upgrading existing meters and installations in the older non-meter ready areas of the City. In discussing contract coordination issues with our staff, a concern regarding potential meter

City Manager Approval: 

TYPE OF ITEM:	COUNCIL ACTION: Approved	Denied	Revised
<input type="checkbox"/> Consent	Reso No _____	Ord No _____	
<input checked="" type="checkbox"/> Departmental	Moved By:		
<input type="checkbox"/> Public Hearing	Seconded By:		
<input type="checkbox"/> Redevelopment Agency	Vote:		
<input type="checkbox"/> Other			

installation problems in the Meadowview area surfaced. There is a significant history of water leaks in this 40+ year-old subdivision, with over 10% of the water services requiring replacement in recent years. The underlying problem is related to the installation of polybutylene service laterals by the original developer, which have a demonstrated history of becoming brittle and leak-prone as they age.

There is a very real threat that attempting to install meters on the existing brittle water service laterals may result in both immediate and future water leaks, unplanned water outages during construction and potential claims on the part of the City's water meter contractor. To minimize these threats, it is recommended that the remaining brittle service laterals (222) within the Meadowview area be replaced prior to the installation of water meters. This will allow a systematic economical replacement in a manner that minimizes service disruptions to water customers.

Pricing for the proposed water service replacements was requested from the City's water meter installation contractor (Global/Fathom). Due to the magnitude of the proposed work, an informal request for cost proposals was also extended to three other qualified contractors, to allow an assessment of the competitiveness of the pricing submitted by Global/Fathom. All four firms submitted cost proposals, with the lowest being \$430,950. Global/Fathom's price proposal was the highest of the four bids at \$541,450.

While having only one contractor providing services in a defined work area is a preference, the potential benefits do not merit a cost difference of \$110,500. Given the magnitude of bids received, awarding a separate contract following formal advertising and bid procedures is required.

Current Situation

After reviewing potential cost saving options with the contractors that submitted informal cost proposals, the project specifications were revised and the Meadowview Area Water Service Line Replacement Project was formally advertised for bids in January 2015, with 13 sealed bids being received for the bid opening on February 5, 2015. The lowest five bids are summarized as follows:

<u>Name</u>	<u>Total</u>
1. Vinciguerra Construction	\$365,300
2. G&L Brock Construction	\$403,105
3. Campbell Construction	\$420,071
4. West Valley Construction	\$489,100
5. Martin General Engineering	\$495,100

Staff checked the bid packets, construction history and license status of the three lowest bids to determine if they were responsive. A recent state law (SB 854) imposes new requirements on contractors. Included in the new requirements is a prohibition against bidding or awarding public project contracts, unless the contractor and any listed sub-contractors have registered with the State Department of Industrial Relations (DIR) prior to the bid opening. The DIR has been accepting contractor registrations since July 1, 2014. At the latest, the contractor registration

requirements must be inserted in all public contracts with a bid opening date on or after March 1, 2015. To assure City compliance in the event the bid opening or award of contract dates were delayed, the Meadowview Area Water Service Line Replacements Project Bid Notice To Contractors clearly states the following:

Contractors shall register with the Department of Industrial Relations (DIR) and comply with all the requirements prior to the bid opening. The City of Galt will check the DIR's searchable database to ensure the low bid contractor is on the qualified contractor's list. Failure to register with the DIR will result in rejection of bid.

Neither the low or second low bidders complied with the requirement to register with DIR prior to the bid opening. As such, rejection of these bids as non-responsive is recommended. The third low bidder submitted evidence of registration with their bid package, which was subsequently verified by a review of the DIR searchable database.

A further review of Campbell Construction's bid packet, experience and references indicates their bid and firm are both responsive and responsible. Award of the construction contract to Campbell Construction for the bid amount of \$420,071 and a contingency amount of \$27,929 (6.6%) is recommended.

The project is scheduled to begin construction in early March 2015 and to be completed within 60 working days. Following award of the contract, staff will contact the affected property owners and request voluntary written permission to access their front yards to install temporary water service connections for sharing water amongst neighbors via sanitized hoses. If the customer agrees, this will minimize the duration of their water service disruption during water lateral replacements. If the customer does not agree, then they may experience a service interruption of up to 12 hours. There will be no impact to the customers' water bills from sharing water because they are currently billed at a flat rate.

Given the location of existing water main valves and the block configuration of the streets within the subdivision, it will likely be necessary to disrupt water service a number of times and restrict traffic to accomplish the work. The project specifications allow one four hour water disruption in any given week, with 48 hour prior notice to affected customers. Several shut-downs spread over several weeks may be necessary to complete the water service replacements on longer blocks. With the exception of First Street, the contractor will be allowed to close affected streets to through traffic during active construction. Access to local residences will be maintained at all times.

ENVIRONMENTAL

The Meadowview Area Water Service Line Replacements project is exempted from the provisions of the California Environmental Quality Act (CEQA) under Section 15302 (C), Replacement or Reconstruction.

MINUTES
MEETING OF THE CITY COUNCIL
CITY OF SAN LUIS OBISPO
TUESDAY, NOVEMBER 9, 2010
990 PALM STREET
SAN LUIS OBISPO, CALIFORNIA

6:00 P.M. – SPECIAL MEETING – COUNCIL HEARING ROOM

ROLL CALL:

Council Members

Present: Council Members John Ashbaugh, Jan Howell Marx, Allen K. Settle, Vice Mayor Andrew Carter, and Mayor Dave Romero

City Staff

Present: Katie Lichtig, City Manager, Andrea Visveshwara, Assistant City Attorney, Michael Codron, Acting Assistant City Manager, and Elaina Cano, City Clerk, were present at Roll Call. Other staff members presented reports or responded to questions as indicated in the minutes.

ANNOUNCEMENT OF CLOSED SESSION TOPICS

Assistant City Attorney Visveshwara announced the following Closed Session topics.

CLOSED SESSION: 6:00 P.M.

CONFERENCE WITH LABOR NEGOTIATORS

Pursuant to Government Code § 54957.6

Agency Negotiators:	Monica Irons, Rick Bolanos, Michael Codron, Shelly Stanwyck, Andrea Visveshwara, Deborah Linden, Carrie Mattingly
Employee Organizations:	San Luis Obispo City Employees' Association (SLOCEA), San Luis Obispo Police Officers' Association (POA) and San Luis Obispo City Firefighters, Local 3523
Unrepresented Employees:	Confidential Employees, Unrepresented Management Employees

CLOSED SESSION: 6:30 P.M.

CONFERENCE WITH LEGAL COUNSEL – Existing Litigation

Pursuant to Government Code § 54956.9

Pacific Mechanical Corp v. City of San Luis Obispo

Council recessed at 9:43 p.m. and reconvened at 9:55 p.m. with all members present.

Council Member Settle stated his support of having a historic preservation ordinance, however expressed concern over the complexity of the ordinance, concerns over the number of properties falling into a legal non-conforming status and the number of exemptions including those of City-owned property, and the cost to the City to bring City-owned properties in conformity. Mr. Settle recommended a continuation for further analysis and refinement of the ordinance.

Deputy Director Murry stated that the definition of the term "owner" includes public agencies.

Council discussion ensued during which the majority spoke in favor of staff's recommendation and commended staff for their efforts and the community for providing extensive input.

ACTION: Moved by Ashbaugh/Marx to introduce Ordinance No. 1557 (2010 Series) as modified and adopt Resolution No. 10229 (2010 Series) as modified; motion carried 4:1, Settle opposed.

BUSINESS ITEMS

3. **APPEAL OF CITY MANAGER'S AWARD OF CONTRACT REGARDING SEWERLINE REPLACEMENTS 2010-2011, PROJECT 2, SPECIFICATION NO. 90938 – AWARD.**

Director of Public Works Walter introduced this item, following which Assistant City Engineer Matt Horn and Assistant City Attorney Visveshwara presented the agenda report and responded to Council questions and comments.

Public Comments

By Council consent, representatives for the appellant and the respondent were allowed a total of 10 minutes for each side to make a presentation.

Gerald Weaver, Counsel for the Appellant, stated reasons the appeal was filed and spoke of concerns regarding the City's bid process. Mr. Weaver stated that his client met the requirements of a qualified bid.

Austin Vinciguerra, San Luis Obispo, spoke in opposition to staff's recommendation, and urged the Council to consider Viciguerra Construcion's track record over the last two years of sucesfully completing projects for the City. Mr. Vinciguerra responded to Council questions.

Alan Goodman, National Sales Manager, Hammerhead, provided information on the techniques involved in the pneumatic pipe bursting process.

Wayne Vinciguerra, Owner Vincigerra Construction, stated that the company had completed close to \$100 million in Public Works contracting over the previous 32 years, including 35 projects for the City. The company had been awarded 6 contracts by the City in the last 2 years, and so were familiar with the City's new requirements for bid proposals packets.

Tom Kaufman, Did not speak.

Michael D'arcy, President of D'Arcy & Harty Construction, Inc., spoke in support of awarding the contact to D'Arcy & Harty Construction and about the company's experience in pneumatic pipe bursting.

Patricia Walsh, Counsel for D'Arcy & Harty Construction, Inc., stated that California Law and Case Law supported the City's action to award D'Arcy & Harty Construction, Inc. the contract.

—end of public comments—

Assistant City Attorney Visveshwara stated the City's position that California Law made provisions for pre-bid determinations to be made and for the City to demand strict compliance with the bid requirements. Ms. Visveshwara referenced a letter sent to the City on September 29, 2010, by the appellant's lawyer at the time, Michael A. Cable, which stated "Vinciguerra Construction's bid substantially conforms to the call for bids" as an admission that the appellants bid proposal did not fully comply with the City's requirements.

Council discussion ensued during which they spoke in support of staff's recommendation to award the contract to D'Arcy & Harty Construction, Inc.

ACTION: Moved by Settle/Marx to adopt Resolution No. 10230 (2010 Series) which upholds the City Manager's award of contract to D'Arcy & Harty Construction, Inc., in the amount of \$454,246 for the Sewerline Replacements 2010-2011, Project 2, Specification No. 90938; motion carried 5:0.

4. BIOSOLIDS REUSE CONTRACT AND RESOLUTION OF SUPPORT.

Utilities Director Mattingly introduced this item, following which Wastewater Division Manager Hix presented the agenda report and responded to questions.

Public Comments

Bob Engel, Engel & Gray, Inc., spoke about the company's excitement to be working with the City and their commitment to manufacturing great product.

—end of public comments—

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State Contractor's License No. 211337-A



February 22, 2016

Jon Hopkins
County of Amador
12200-B Airport Road
Martell, CA 95654

Bid #15-197

PROJECT: New York Ranch Road/Ridge Road Intersection Improvement Project, Bid No. 15-14, Federal Aid Project No. HSIPL-5926(039) & HRRRL-5926(040), County Project No. 5515 & 5535

BID DATE: February 4, 2016

SUBJECT: Follow up to Bid Protest of Vinciguerra Construction regarding DBE paperwork

Mr. Hopkins:

As a follow up to our phone conversation on Friday, February 19, 2016, George Reed, Inc. (GRI) would like to reiterate our latest concern relating to Vinciguerra Construction's (VC) bid proposal and DBE paperwork.

GRI received a copy of VC's DBE paperwork on Thursday, February 11, 2016, and noticed that VC did not list a subcontractor for the Slurry Seal on the Subcontractor listing form on bid day but did include Pavement Coatings Co. on the Part I paperwork turned in with the remainder of the DBE paperwork four days after the bid date. By doing so VC added a subcontractor after the fact and gained an unfair competitive advantage that allowed, at the very least, the opportunity of bid shopping that was not available to the other bidders who conformed to the project specifications and state contracting code. Bid shopping in this way is strictly prohibited by Chapter 4 (Subletting and Subcontracting) of the California Public Contract Code.

GRI had this portion of work valued at over \$72,000. While VC may have received better pricing for this work it is highly questionable as to whether it would fall below the subcontractor listing limit which, in this case, would be slightly over \$10,000. VC's bid price

of \$64,200 for the Slurry Seal bid item would also suggest that this work should have been included on the subcontractor list on bid day.

Although the County may have noticed this without GRI's pointing it out, GRI wanted to emphasize the point.

For this reason along with the items on the previous protest letter dated February 11, 2016, George Reed, Inc. once again requests that VC's bid proposal should be found non-responsive. We request that the County proceed with award to George Reed, Inc., the lowest responsive and responsible bidder.

Respectfully,

GEORGE REED, INC.

A handwritten signature in black ink that reads "Stacy Case". The signature is written in a cursive style with a large, stylized initial "S".

Stacy Case
Chief Estimator

AGENDA TRANSMITTAL FORM

<input checked="" type="radio"/> Regular Agenda <input type="radio"/> Consent Agenda <input type="radio"/> Blue Slip <input type="radio"/> Closed Session Meeting Date Requested: <u>03/08/2016</u>
--

To: Board of Supervisors

Date: 03/02/2016

From: John Plasse, Chairman
 (Department Head - please type)

Phone Ext. x470

Department Head Signature _____

Agenda Title: Amador Water Agency

Summary: (Provide detailed summary of the purpose of this item; attach additional page if necessary)
 Discussion and possible action relative to a request from the Amador Water Agency for a loan in the amount of \$300,000 from the Water Supply Fund as it relates to the Central Amador Water Project Water Right Permit Application.

Recommendation/Requested Action: _____

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 Administrative Committee N/A
 Committee Recommendation:
Approval-refer to full Board

Comments: _____

Request Reviewed by:

Chairman _____ Counsel GG
 Auditor JOR GSA Director [Signature]
 CAO [Signature] Risk Management [Signature]

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

FOR CLERK USE ONLY

Meeting Date 3-8-16 Time _____ Item # 10

Board Action: Approved Yes ___ No ___ Unanimous Vote: Yes ___ No ___
 Ayes: _____ Resolution _____ Ordinance _____ Other: _____
 Noes _____ Resolution _____ Ordinance _____
 Absent: _____ Comments: _____

Distributed on _____
 Completed by _____
 of _____

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

February 29, 2016

Board of Supervisors
Water Supply Fund Loan Request
Central Amador Water Project Water Right Permit

Requested Action:

\$300,000 loan from the Water Supply Fund to the Amador Water Agency for activities associated with Central Amador Water Project Water Right Application. The terms of the loan to be 25 basis points over the County's average investment earning rate calculated and paid annually over a ten-year period

Background:

The Amador Water Agency has been operating the Central Amador Water Project (CAWP) since the late 1970s when it was constructed because a drought severely impacted communities along the Highway 88 corridor in the vicinities of Pine Grove, Pioneer, Mace Meadow, Ranch House, Silver Drive, and other surrounding communities. The water right permit originally received for CAWP has a total annual diversion of 1,150 acre feet. The Water Agency realized that the increasing demands would fully utilize the permitted diversion and in 2003 initiated a water right application process for an additional 1,050 acre feet annually. In 2006 the CAWP system was within 1 acre foot of its maximum diversion. The economic downturn followed by the drought and mandatory conservation has kept water usage below the maximum diversion limit. The Gravity Supply Line was designed to deliver 2,200 acre feet annually (1,150 + 1050) with a peak flow rate of 5 CFS.

The Water Agency has completed all elements of the water right application except for the environmental review. The Water Agency has been delaying the environmental review as it is believed that once the proposed updated County General Plan is adopted, the effort for the water right environmental review would be reduced. Recently, the Water Agency (with encouragement from the State Waterboard) determined that it needed to proceed and complete the water right application or face the possibility of starting anew. The Water Agency Board approved a consultant agreement with RMC Water and Environmental for just under \$300,000 to conduct the environmental review and directed the General Manager to seek a loan from the Water Supply Fund.

By:

Gene Mancebo, General Mancebo, Amador Water Agency

AGENDA TRANSMITTAL FORM

To: Board of Supervisors
 Date: 03/02/2016
 From: John Plasse, Chairman
 (Department Head - please type)

Phone Ext. x470

<input checked="" type="radio"/> Regular Agenda <input type="radio"/> Consent Agenda <input type="radio"/> Blue Slip <input type="radio"/> Closed Session Meeting Date Requested: <u>03/08/2016</u>
--

Department Head Signature _____

Agenda Title: Amador Council of Tourism

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

Presentation by Ms. Maureen Funk, ACT Executive Director, regarding how the Transient Occupancy Tax (TOT) monies were used through the end of 2015 and what the plans are for 2016.

Recommendation/Requested Action:

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 _____ Counsel SS
 Auditor JON GSA Director Hop
 CAO ak Risk Management [Signature]

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

FOR CLERK USE ONLY

Meeting Date 3-8-16 Time _____ Item # 11

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
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To: Amador County Board of Supervisors
From: Amador Council of Tourism
re: 2015 destination marketing strategies

Amador Council of Tourism, 12 years of destination marketing

- 2012: Measure Q passed, TOT increase to 10% January 2013.
- Gold Country, CA named Lonely Planet's 2012 Top 10 US destinations.
- Editorial in 2013 State Visitor's Guide, "Gold Country Pioneers"
- 2013: MOU signed- ACT, Chamber of Commerce, Amador County Business Council, Amador Vintners
- 2014: Marketing Study shows 8% growth in market share of foothill region since 2002.

In 2015

- Hosted Bay Area Travel Writers conference February.
- Saveur Magazine publishes "Wineries of a California Gold Rush County."
- Butte Fire media management.

Program Level Measurements, 2015

Website increased visitation 30% from 2014 to 2015, growing to nearly 60,000 sessions.

Doubled printing of visitor guides, in March 2015 and distributed 50%.

Matched **public funding with partner investments** in 2015 for a total budget of over \$200,000.

See attached Profit & Loss Budget vs. Actual, 2014 & 2015 for details.

Marketing for 2016

Amador Council of Tourism's Marketing Committee is expanding its online and social advertising with Trip Advisor, development of an app, and targeted online advertising and search engine optimization. Continuing programs include: San Francisco Chronicle and Bay Area newspaper inserts, which include strong social media and online publication; Capitol Public Radio; Folsom Lake Entertainer; Travel and Industry shows. Strong partnerships with Visit California, Gold Country Visitors Association, and Sacramento Convention and Visitors Bureau, and local businesses, amplify and leverage Amador Council of Tourism's advertising and promotions.

Tourism Marketing District

Amador Council of Tourism continues development of the Tourism Marketing District with lodging partners, with support provided by Civitas's Nichole Farley and Strategic Marketing Group's Carl Ribaud.

Lodging partners acknowledge they are full most weekends of the year, and now require increased visitation during the week. This is viewed as a significant change from three years ago, when Amador lodging was full only a few weekends, when our calendar of events was heavy with activities.

Respectfully,

Maureen Funk
Executive Director

Amador Council of Tourism Profit & Loss Budget vs. Actual

		2014 & 2015							
		Jan - Dec 15	Budget	\$ Over Budget	% of Budget	Jan - Dec 14	Budget	\$ Over Budget	% of Budget
Ordinary Income/Expense									
	Income								
	Private Funding-Membership								
	State Fair Sponsors	11,921.38	11,000.00	921.38	108.38%	10,828.62	5,500.00	5,328.62	196.88%
	Travel planner ad income	40,460.00	0.00	40,460.00	100.0%	3,915.00			
	Fund Raising Income	24,770.89	0.00	24,770.89	100.0%	1,650.00	5,000.00	-3,350.00	33.0%
	Membership Dues	11,640.50	10,000.00	1,640.50	116.41%	6,259.52	8,000.00	-1,740.48	78.24%
	Lodging Assessment	3,808.48	2,000.00	1,808.48	190.42%	1,801.00	8,000.00	-6,199.00	22.51%
	Advertising Income	16,848.92	30,000.00	-13,151.08	56.16%	25,222.99	24,000.00	1,222.99	105.1%
	Total Private Funding-Membership	109,450.17	53,000.00	56,450.17	206.51%	49,677.13	50,500.00	-822.87	98.37%
	Public Funding Investment								
	City of Ione	0.00	3,000.00	-3,000.00	0.0%	0.00	0.00	0.00	0.0%
	Amador City GOLDPAN	0.00	1,500.00	-1,500.00	0.0%	0.00	0.00	0.00	0.0%
	City of Jackson	5,000.00	5,000.00	0.00	100.0%	5,000.00	6,000.00	-1,000.00	83.33%
	City of Plymouth	4,000.00	3,000.00	1,000.00	133.33%	0.00	2,500.00	-2,500.00	0.0%
	City of Sutter Creek Promotions	3,000.00	3,500.00	-500.00	85.71%	3,500.00	2,400.00	1,100.00	145.83%
	County of Amador	92,100.00	85,000.00	7,100.00	108.35%	85,000.00	81,250.00	3,750.00	104.62%
	Total Public Funding Investment	104,100.00	101,000.00	3,100.00	103.07%	93,500.00	92,150.00	1,350.00	101.47%
	Total Income	213,550.17	154,000.00	59,550.17	138.67%	143,177.13	142,650.00	527.13	100.37%
	Expense								
	Advertising								
	California Visitors Guide	2,993.00	3,000.00	-7.00	99.77%	2,850.00	3,200.00	-350.00	89.06%
	State fair county exhibit	13,232.82	13,000.00	232.82	101.79%	10,163.68	10,500.00	-336.32	96.8%
	Travel Planner	38,788.12							
	Travel Shows	5,287.28	5,000.00	287.28	105.75%	5,644.69	4,000.00	1,644.69	141.12%
	Visitor Packets								
	Postage	1,979.94	4,500.00	-2,520.06	44.0%	4,606.84	900.00	3,706.84	511.87%
	Total Visitor Packets	1,979.94	4,500.00	-2,520.06	44.0%	4,606.84	900.00	3,706.84	511.87%

Amador Council of Tourism Profit & Loss Budget vs. Actual

		2014 & 2015							
		Jan - Dec 15	Budget	\$ Over Budget	% of Budget	Jan - Dec 14	Budget	\$ Over Budget	% of Budget
	Advertising - Other	45,572.15	60,500.00	-14,927.85	75.33%	75,160.89	55,000.00	20,160.89	136.66%
	Total Advertising	107,853.31	86,000.00	21,853.31	125.41%	98,426.10	73,600.00	24,826.10	133.73%
	Dues & Subscriptions								
	Gold Country Visitors Assn	750.00	750.00	0.00	100.0%	750.00	750.00	0.00	100.0%
	Dues & Subscriptions - Other	1,795.00	900.00	895.00	199.44%	920.00	2,000.00	-1,080.00	46.0%
	Total Dues & Subscriptions	2,545.00	1,650.00	895.00	154.24%	1,670.00	2,750.00	-1,080.00	60.73%
	Filing Fees								
	Secretary of State	0.00	25.00	-25.00	0.0%	0.00	20.00	-20.00	0.0%
	Filing Fees - Other	10.00	20.00	-10.00	50.0%	10.00	25.00	-15.00	40.0%
	Total Filing Fees	10.00	45.00	-35.00	22.22%	10.00	45.00	-35.00	22.22%
	Fundraising event	11,826.08				0.00	1,000.00	-1,000.00	0.0%
	Insurance	500.00	500.00	0.00	100.0%	530.00	500.00	30.00	106.0%
	Membership Meeting	454.74	250.00	204.74	181.9%	491.58	400.00	91.58	122.9%
	Office expense								
	Cleaning Services	1,640.00	0.00	1,640.00	100.0%	1,550.00	1,440.00	110.00	107.64%
	Rent	12.00	6,000.00	-5,988.00	0.2%	12.00	880.00	-868.00	1.36%
	Equipment	110.89	500.00	-389.11	22.18%	745.69	600.00	145.69	124.28%
	Mail Box Rental	164.00	150.00	14.00	109.33%	146.00	145.00	1.00	100.69%
	Postage & Delivery	49.00	100.00	-51.00	49.0%	0.00	100.00	-100.00	0.0%
	Printing & Copies	710.54	250.00	460.54	284.22%	230.31	120.00	110.31	191.93%
	Supplies	514.11	500.00	14.11	102.82%	659.87	749.41	-89.54	88.05%
	Office expense - Other	0.00	0.00	0.00	0.0%	200.00	0.00	200.00	100.0%
	Total Office expense	3,200.54	7,500.00	-4,299.46	42.67%	3,543.87	4,034.41	-490.54	87.84%
	Professional Fees								
	Vehicle Fee	2,995.83	3,000.00	-4.17	99.86%	2,946.09	3,000.00	-53.91	98.2%
	Consulting	48,290.00	41,800.00	6,490.00	115.53%	41,800.00	41,800.00	0.00	100.0%
	Legal	3,000.00	3,000.00	0.00	100.0%	0.00	0.00	0.00	0.0%

Amador Council of Tourism Profit & Loss Budget vs. Actual

		2014 & 2015							
		Jan - Dec 15	Budget	\$ Over Budget	% of Budget	Jan - Dec 14	Budget	\$ Over Budget	% of Budget
	Professional Fees - Other	10,288.50	12,000.00	-1,711.50	85.74%	817.50	5,040.00	-4,222.50	16.22%
	Total Professional Fees	64,574.33	59,800.00	4,774.33	107.98%	45,563.59	49,840.00	-4,276.41	91.42%
	Service Charges								
	Banking	48.85	0.00	48.85	100.0%	20.92	0.00	20.92	100.0%
	Service Charges - Other	785.00	0.00	785.00	100.0%	60.00			
	Total Service Charges	833.85	0.00	833.85	100.0%	80.92	0.00	80.92	100.0%
	Utilities								
	Telephone	1,501.68	1,000.00	501.68	150.17%	1,317.69	1,020.00	297.69	129.19%
	Electricity	2,533.25	950.00	1,583.25	266.66%	2,893.26	0.00	2,893.26	100.0%
	Utilities - Other	221.72				130.24	180.00	-49.76	72.36%
	Total Utilities	4,256.65	1,950.00	2,306.65	218.29%	4,341.19	1,200.00	3,141.19	361.77%
	Website								
	Hosting/Maintenance	1,500.00	0.00	1,500.00	100.0%	2,500.00	5,000.00	-2,500.00	50.0%
	Photography	2,500.00	2,400.00	100.00	104.17%	3,700.00	2,400.00	1,300.00	154.17%
	Total Website	4,000.00	2,400.00	1,600.00	166.67%	6,200.00	7,400.00	-1,200.00	83.78%
	Total Expense	200,054.50	160,095.00	28,133.42	12.19	160,857.25	140,769.41	20,087.84	114.27%
	Net Ordinary Income	13,495.67	-6,095.00	19,590.67	-221.42%	-17,680.12	1,880.59	-19,560.71	-940.14%
Net Income		13,495.67	-6,095.00	19,590.67	-221.42%	-17,680.12	1,880.59	-19,560.71	-940.14%

AGENDA TRANSMITTAL FORM

<input checked="" type="radio"/> Regular Agenda
<input type="radio"/> Consent Agenda
<input type="radio"/> Blue Slip
<input type="radio"/> Closed Session
Meeting Date Requested:
03/08/2016

To: Board of Supervisors
Date: 03/02/2016

From: Chuck Iley, County Administrative Officer Phone Ext. x470
(Department Head - please type)

Department Head Signature *Chuck Iley*

Agenda Title: Mid-Year Budget Update

Summary: (Provide detailed summary of the purpose of this item; attach additional page if necessary)
Discussion and possible action relative to potential Board direction to the County Administrative Officer regarding his presentation which will outline the current 2015-2016 budget and provide a brief outlook and projections for the 2016-2017 budget.

Recommendation/Requested Action:

Fiscal Impacts (attach budget transfer form if appropriate) _____ Staffing Impacts _____

Is a 4/5ths vote required? Yes No

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

Comments: _____

Committee Review? Name _____ N/A

Committee Recommendation: _____

Request Reviewed by:

Chairman _____	Counsel <u><i>GO</i></u>
Auditor <u><i>JOR</i></u>	GSA Director <u><i>JP</i></u>
CAO <u><i>AL</i></u>	Risk Management <u><i>JM</i></u>

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

FOR CLERK USE ONLY

Meeting Date 3-8-16 Time _____ Item # 12

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 _____	

AGENDA TRANSMITTAL FORM

<input checked="" type="radio"/> Regular Agenda <input type="radio"/> Consent Agenda <input type="radio"/> Blue Slip <input type="radio"/> Closed Session Meeting Date Requested: <u>03/08/2016</u>
--

To: Board of Supervisors

Date: 03/02/2016

From: John Plasse, Chairman
(Department Head - please type)

Phone Ext. x470

Department Head Signature _____

Agenda Title: Common Ground Senior Services (CGSS)

Summary: (Provide detailed summary of the purpose of this item; attach additional page if necessary)
 Discussion and possible action relative to a presentation of the 2015 Annual Report by Ms. Elizabeth Thompson, Executive Director, CGSS, and a request for the \$6,000 allocation included in the 2015-2016 budget, and possible funding to be included in the 2016-2017 budget.

Recommendation/Requested Action: _____

Fiscal Impacts (attach budget transfer form if appropriate) _____ Staffing Impacts _____

Is a 4/5ths vote required? Yes No

Committee Review? N/A

Name _____

Committee Recommendation: _____

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

Comments: _____

Request Reviewed by:

Chairman _____ Counsel GG

Auditor JOR GSA Director HP

CAO AK Risk Management YDY

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

FOR CLERK USE ONLY

Meeting Date 3-8-16 Time _____ Item # 13

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

Common Ground Senior Services
2015 Annual Report

Assisting older adults to remain safely in their homes is a main focus of the agency - in an effort to achieve this goal, Common Ground's staff continuously works with like-minded community services throughout Amador and Calaveras Counties to locate funding for current programs, develop new programs, and develop partnerships with other Community-Based Organizations.

In order to stay abreast of issues concerning older adults, Common Ground participates in activities at local, state, and federal level. This includes being an active member of the following organizations:

- Board Members
 - Calaveras Commission on Aging
 - Calaveras Mariposa Community Action Agency
 - Social Services Transportation Advisory Council (Amador & Calaveras)
 - Meals on Wheels California
 - Area 12 Advisory Council
- Memberships
 - Amador Chamber of Commerce
 - Calaveras Chamber of Commerce
 - Valley Springs Business Association
 - Meal on Wheels America

Community outreach is another way that keeps Common Ground active in the community and also informs individuals of services offered by the agency. In 2015, the agency participated in over 210 public outreach events and distributed approximately 2,500 pieces of marketing materials. These events included, but are not limited to, participation in local Health Fairs, presentations to social clubs and church groups, and attending Chamber events.

All programs offered by the agency are donation-based; therefore the agency continually looks for funding for current programs, and also to develop new programs. In 2015 the following grants were submitted:

- Archstone – To assist older adults with late-life depression – grant denied
- Calaveras Community Foundation - \$10,000 for Meals on Wheels – grant received
- SPARROW Project - \$2,000 to conduct PHQ9 assessments on MOWs clients – grant received
- CDBG - \$178,500 to provide transports to health & wellness appoints for Calaveras older adults – grant received
- CalTrans 5310 – \$274,704 for the development of the Silver Streak Transports – grant received
- Wells Fargo – \$5,000 Supplement for MOWs – grant denied
- Bank of America – \$5,000 Supplement for MOWS – grant denied
- Dignity Health – \$6,000 In partnership with three other non-profit agencies – Common Ground will provide four nutritional workshops – grant received
- Mark Twain Health Care District – \$5,000 Golden Health Award – unrestricted – grant received

Due to expanding programs and staff, the agency moved the Calaveras Office to a new location. In partnership with two other non-profits; the “Link” (non-profits connecting communities) was created. The office has recruited seven new volunteers, four new Board Members and three new staff members. Additionally, the office developed Silver Streak Transport Program and formed a close partnership with Calaveras Transit and Calaveras County Public Works. The following three events have been hosted by Common Ground at the new location:

- Hosted Open House
- Hosted Calaveras Chamber Mixer
- Hosted Holiday Open House

Additionally, other community groups utilized the building for meetings including Calaveras Recovers, Calaveras Commission on Aging, and the Autism Support group.

Staying up-to-date on senior issues is crucial to the agency – the agency uses trainings, symposiums and conferences as a means to stay current. In 2015, staff attended and participated in the following:

- Meals on Wheels Conference - Florida
- FTA Procurement Training - Sacramento
- SCAN Foundations Long-Term Senior Services Symposiums - Sacramento

Additionally, the following in-services were provided:

- Two Volunteer Driver Trainings
- All-Staff Training – training provided by a Registered Dietician
- Board Orientation
- Two Strategic Planning Meetings

In 2015, the Meals-on Wheels program in Amador County went from serving frozen meals to the delivery of hot meals; this has been a good improvement according to clients. Also the agency closed the restaurant programs in Calaveras County which were not being well attended and opened a congregate site in Valley Springs at the Jenny Lind Memorial Hall. The new site has an average of 30 participants each week.

When the Butte Fire broke out on September 9, 2015, Common Ground immediately went to work on assisting those older adults who were unable to stay in shelters due to age and/or disability. On September 10th staff went before the Board of Supervisors and requested funding to help place these frail individuals in hotels, and was immediately granted \$10,000. The following is an up-to-date recap of the assistance the agency provided to those who were displaced:

- 40 individuals were assisted in finding temporary shelter
- Provided six transports, including assistance with evacuations from a mobile home park and senior apartment complex
- Seven air purifiers were distributed, along with numerous shower chairs, toilet lifts, and walkers.
- Twelve frail individuals were assessed for needs after they found temporary housing
- Thirty-seven people were referred to other agencies for assistance with their needs

- Staff participated approximately 15 straight days in the Calaveras Local Assistance Center (CLAC) where staff interviewed and assisted over 275 older adults displaced by the fire.

News 10 from Sacramento contacted Common Ground for a news story on older adults affected by the fire; the story ran on the 6:00pm and 6:00am evening and morning news – The news video was also placed on Common Ground’s website and Facebook page where the story generated additional donations. Below is an up-to-date recap of funds received and the expenditures:

Income \$44,398
 Expenses \$25,368
 Net \$19,030

Table 1 below is a snapshot of Programs and Services provided by the agency in 2015

TABLE 1

PROGRAM	UNITS OF SERVICES	CLIENTS
Amador Congregate	11,588 (meals)	645
Amador Home Delivered	26,844 (meals)	230
Amador Chore	181 (hrs)	50
Amador Homemaker	416 (hr)	67
Amador Info & Assistance	2,247 (calls)	78
Amador Residential Repair	27 (repairs)	24
Amador Transportation	1,474 (trips)	123
Calaveras Congregate	3,378 (meals)	357
Calaveras Home Delivered	39,216 (meals)	263
Calaveras Transportation	358 (trips)	54

Table 2 below is a snapshot of the agency’s financials for 2015

TABLE 2

PROGRAM	A12AA	DONATIONS	OTHER	INKIND	TOTALS
Congregate	\$ 32,004	\$ 18,104	\$ 29,107	\$ 18,876	\$ 98,091
Home Delivered Meals	122,365	25,102	44,088	13,195	204,750
Chore	3,165	559	1,099	353	5,176
Homemaker	4,153	1,039	33	200	5,425
Information & Assistance	9,666	-	4,100	923	14,689
Residential Repair Md.	5,143	124	399	262	5,928
Transportation	14,259	4,200	13,774	2,268	34,501
TOTALS	\$ 190,755	\$ 49,128	\$ 92,600	\$ 36,077	\$ 368,560
	52%	13%	25%	10%	

Listed below are projects the agency will be working on for 2016

- Locate a site to develop hot meals in Calaveras County
- Open a Congregate site in West Point

- Increase Volunteer Drivers
- Continue development of new programs and funding
- Board Retreat to complete Strategic Plan – April 13, 2016
- Senior Beauty Pageant (Fundraiser) - May 6, 2016
- Island Faire Luau (October 2016)
- Creation of Management Team
- Purchase of Vehicles for Silver Streak Transport

2015 proved to be a productive year for the agency and the staff looks forward to 2016.

Elizabeth Thompson

Executive Director

Common Ground Senior Services

AGENDA TRANSMITTAL FORM

<input checked="" type="radio"/> Regular Agenda <input type="radio"/> Consent Agenda <input type="radio"/> Blue Slip <input type="radio"/> Closed Session Meeting Date Requested: <u>03/08/2016</u>
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To: Board of Supervisors

Date: 03/02/2016

From: John Plasse, Chairman Phone Ext. x470
 (Department Head - please type)

Department Head Signature _____

Agenda Title: <u>A-PAL Humane Society</u>	
Summary: (Provide detailed summary of the purpose of this item; attach additional page if necessary) Discussion and possible action relative to a report by Susan Manning, A-PAL President, regarding the A-PAL Humane Society's spay/neuter programs. In addition, A-PAL will be requesting allocation of the 2015-2016 funds in the amount of \$5,000 and consideration of additional funding to be included in the 2016-2017 budget.	
Recommendation/Requested Action:	
Fiscal Impacts (attach budget transfer form if appropriate)	Staffing Impacts
Is a 4/5ths vote required? Yes <input checked="" type="radio"/> No <input type="radio"/>	Contract Attached: <input type="radio"/> Yes <input type="radio"/> No <input type="radio"/> N/A Resolution Attached: <input type="radio"/> Yes <input type="radio"/> No <input type="radio"/> N/A Ordinance Attached: <input type="radio"/> Yes <input type="radio"/> No <input type="radio"/> N/A
Committee Review? Name _____ N/A <input type="checkbox"/> Committee Recommendation: _____	Comments: _____
Request Reviewed by:	
Chairman _____	Counsel <u>GG</u>
Auditor <u>JOP</u>	GSA Director <u>HOP</u>
CAO <u>al</u>	Risk Management <u>John</u>
Distribution Instructions: (Inter-Departmental Only, the requesting Department is responsible for distribution outside County Departments) <u>Auditor</u>	
FOR CLERK USE ONLY	
Meeting Date <u>3-8-16</u>	Time _____ Item # <u>14</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 _____
Completed by _____	For meeting of _____
I hereby certify this is a true and correct copy of action(s) taken and entered into the official records of the Amador County Board of Supervisors.	
ATTEST: _____ Clerk or Deputy Board Clerk	

Save

Print Form



Dear Supervisors,

Thank you for your support of A-PAL Humane Society's spay/neuter programs in 2015.

Following are our shared accomplishments and statistics for last year.

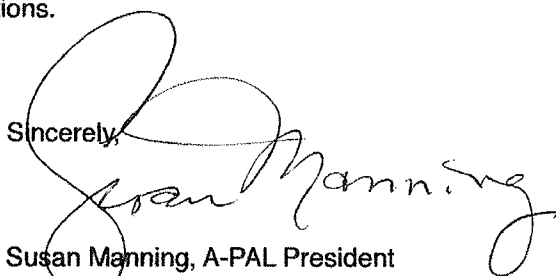
Our shelter intake was down by 5% or a reduction in 84 animals entering the shelter. This is terrific considering the economy is still recovering, the Butte fire intake, and several cat hoarding cases that we worked together.

In 2015 the low income program paid for 96 dog spay/neuters and 138 feline spay/neuters for a total of \$14,214, \$10,000 of which were county funds. This program now limits participants to 2 surgeries because we feel that the need for assistance should be temporary.

We are asking for your full support of \$15,000 this year which is our annual estimated cost. As you can see by the financials, we are strongly supporting the shelter and the community with numerous programs.

Thank you and we hope we can count on your continued support. Detailed reports follow and I am happy to answer any questions.

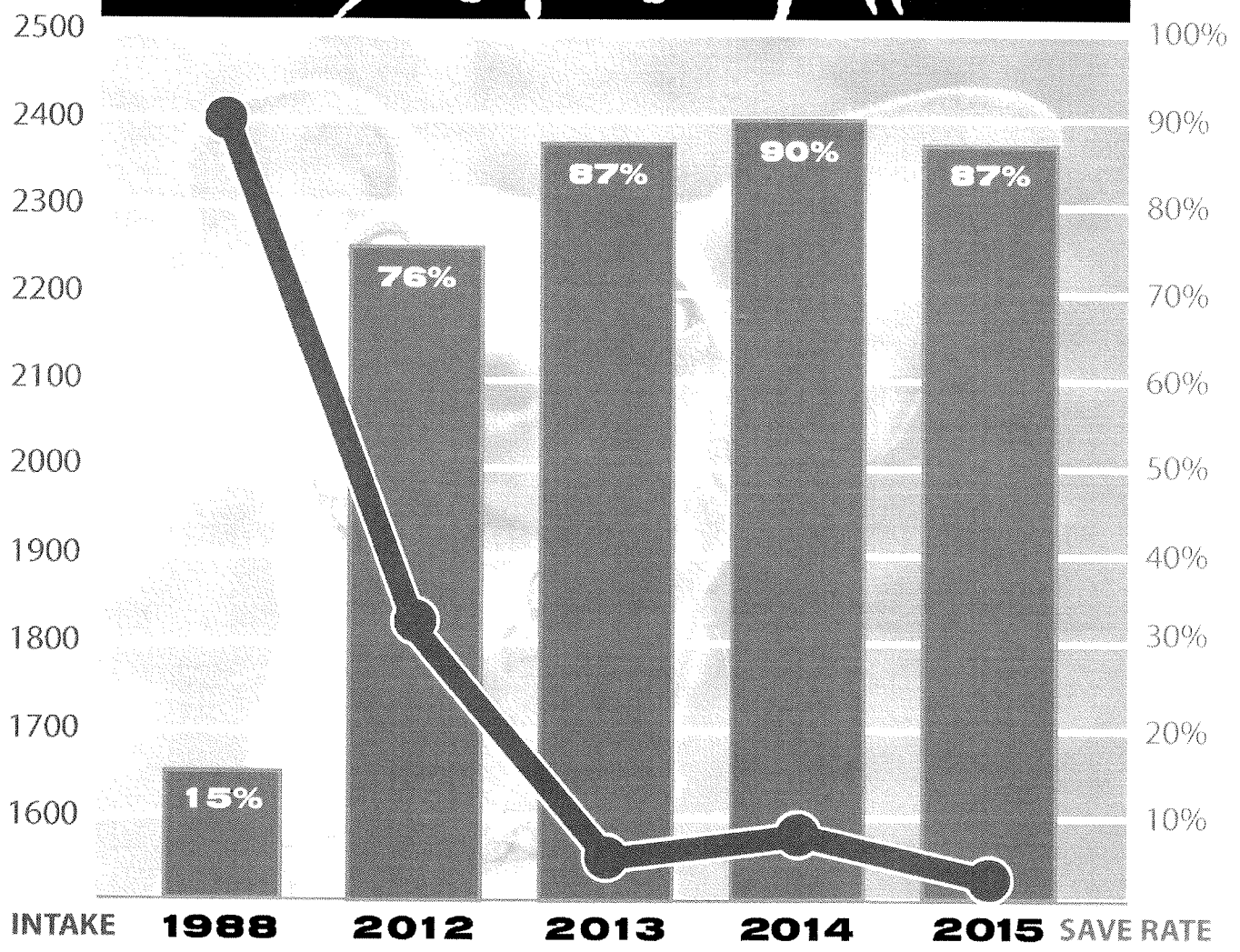
Sincerely,


Susan Manning, A-PAL President
209-304-9590

#14

AMADOR COUNTY ANIMAL CONTROL & ADOPTION CENTER

Save Them All



Intake was 5% down in 2015.

Generous contributions to A-PAL helped to:

Spay/neuter 1,244 cats & kittens in 2015

If left unaltered, these cats would have conservatively produced 15,000 kittens in one year
(~500 females – 3-5 heats – 3-6 kittens each)

Spay/neuter 273 dogs in 2015

If left unaltered, these dogs would have conservatively produced 4,200 puppies in one year
(220 females, 6-14 puppies each)

Adopt, since 1999, 8,435 kittens (2015: 512)

Spay/Neuter 953 Pit Bulls (2015: 97)

Adopt Barn Cats, 1,427 (2015: 184)

Rescue 274 dogs through Twin Cedar K-9 Second Chance Dog Rescue (2015: 19)

Rescue and place 852 Feral and Lifeline Cats (2015: 391)

Treat 120 animals with Special Needs

(2015 2 surgeries, 1 heartworm)

Please support this most worthy cause
and HELP A-PAL
in their work towards

**NO MORE HOMELESS
PETS IN
AMADOR COUNTY !!**



**A-PAL
HUMANE
SOCIETY**

P.O. Box 190, Jackson, CA 95642 209-223-0410
pawspartners.org

A-PAL HUMANE SOCIETY

Profit & Loss Prev Year Comparison

January through December 2015

	Jan - Dec 15	Jan - Dec 14
Income		
Adoption Fees-Kittens	20,934.00	19,415.05
Adoption Fees - Barn Cats	2,095.00	1,375.00
Donations		
Auto Donations	14,130.00	1,390.00
Donation - Tote Bags	275.00	127.50
Donations	32,603.05	38,886.19
Donations - 2nd chance	850.00	1,250.00
Donations - Bequeaths	4,884.21	14,000.00
Donations - Building Fund	100,000.00	0.00
Donations - Community Cats	3,161.66	387.00
Donations - Hoarded Cats	3,678.00	0.00
Donations - Kitten Shower	1,355.16	0.00
Donations - Newsletter	500.00	0.00
Donations - Santa Fund	116.68	0.00
Donations -J Liedl Santa Fund		
Donation - Chevy	0.00	662.44
Donation - Drew	0.00	51.50
Donation - J Liedl Santa Fund	0.00	80.00
Donation - Nellie	0.00	48.25
Donation - Thomas the Cat	1,284.05	0.00
Donation - Tony	0.00	615.00
Donation - Trooper	0.00	494.78
Donations - Millie	0.00	55.00
Donations -J Liedl Santa Fund - Other	2,680.00	0.00
Total Donations -J Liedl Santa Fund	3,964.05	2,006.97
Memorials	2,777.00	2,965.00
Petbanks	292.19	668.65
Save the Kittens Donations	5,336.00	2,529.10
Shelter Sign	3,220.00	0.00
Total Donations	177,143.00	64,210.41
Fundraising Income		
Bark in the Park		
Bark In Park - Bake sale	231.00	0.00
Bark in Park - Doghouse	60.00	0.00
Bark in Park - Raffle	658.00	800.00
Bark In the Park - Donations	206.00	100.00
Bark in the Park Sponsors	5,600.00	5,050.00
Bark in the Park Tickets	946.00	1,660.00
Total Bark in the Park	7,701.00	7,610.00
Hawaii Vacation		
Hawaii Vac Tickets	1,200.00	0.00
Printing - Hawaii Vac	-54.00	0.00
Total Hawaii Vacation	1,146.00	0.00
Santa Paws		
Santa Paws - Bake Sale	20.00	140.00
Santa Paws - Pictures	100.00	1,418.00
Santa Paws Donations	0.00	351.00
Santa Paws - Other	1,582.00	0.00
Total Santa Paws	1,702.00	1,909.00

A-PAL HUMANE SOCIETY
Profit & Loss Prev Year Comparison
 January through December 2015

	Jan - Dec 15	Jan - Dec 14
Whiskers & Wine Dinner		
W & W Auction	5,325.00	0.00
W & W Cut The Deck	660.00	530.00
W & W Donations	3,550.00	930.00
W & W Event Tickets	3,751.78	4,150.00
W & W Program Sponsorships	0.00	10,966.00
W & W Raffle	1,047.00	895.00
W&W Bar	0.00	315.00
Total Whiskers & Wine Dinner	14,333.78	17,786.00
Total Fundraising Income	24,882.78	27,305.00
Grants		
Grant - Low Income	10,000.00	0.00
Grants - Other	0.00	2,000.00
Total Grants	10,000.00	2,000.00
Investment Income		
Dividend Inc - Charles Schwab	10,363.48	15,076.78
Dividend Income - Franklin Fund	1,844.41	752.44
Int & Dividends - ACF	0.00	146.15
Interest - Checking	4.18	2.88
Total Investment Income	12,212.07	15,978.25
Zazzle, AmazonSmile, Sav	233.30	200.51
Total Income	247,500.15	130,484.22
Cost of Goods Sold		
Fundraising Expenses		
Bark in the Park		
Bark Banners and Signs	75.00	306.44
Bark in Park - Supplies	500.00	123.91
Bark in the Park - Advertising	227.25	150.00
Bark in the Park - Entertainmen	200.00	100.00
Bark in the Park - Park rent	0.00	600.00
T-shirts or Hats Bark in Park	1,338.33	1,554.49
Total Bark in the Park	2,340.58	2,834.84
Santa Paws - Advertising	275.06	550.12
Whiskers & Wine Dinner		
W & W Advertising	0.00	229.00
W & W Decorations/Flowers	116.82	109.52
W & W Dinner Event	2,850.00	2,075.00
W & W Printing & Postage	431.88	253.80
Total Whiskers & Wine Dinner	3,398.70	2,667.32
Total Fundraising Expenses	6,014.34	6,052.28
Total COGS	6,014.34	6,052.28
Gross Profit	241,485.81	124,431.94
Expense		
Administrative		
Admin & Investment Fees - ACF	0.00	181.77
Bank Charges	28.00	-0.25
Logo	0.00	324.60
Miscellaneous	268.56	264.82
Office Supplies	427.16	327.15
PayPal Fees	209.04	229.04
Postage	1,165.20	706.48
Printing	264.60	0.00
Processing Fees - Donations	192.75	0.00
Retail Space and Storage	594.00	594.00
Taxes & Fees	30.00	75.00

A-PAL HUMANE SOCIETY

Profit & Loss Prev Year Comparison

January through December 2015

	Jan - Dec 15	Jan - Dec 14
Telephone	1,031.50	700.15
Website	0.00	50.00
Total Administrative	4,210.81	3,452.76
Advertising		
Adv - 9 lives for \$9	254.59	0.00
Adv - Adopt a Senior	0.00	263.00
Adv - Adoption Special	250.00	0.00
Adv - Barn Cat	574.00	2,082.42
Adv - Barn Cat buddies	2,145.00	3,327.26
Adv - Donate Vehicle	100.00	500.00
Adv - Feed it, Fix It	167.70	200.00
Adv - Foster Families	817.70	263.00
Adv - J(Liedl) Santa Fund	0.00	50.00
Adv - Kitten Program	749.00	875.00
Adv - No Littering	447.50	900.00
Adv - Other	350.00	350.00
Adv - Pit Bull Spay/Neuter	1,099.18	2,929.03
Adv - Shelter	0.00	250.00
Adv - Spay/Neuter	197.64	100.00
Adv - Winter Special	0.00	189.00
Adv - Yard Kitties	0.00	250.00
Adv. - donate Pet Food	0.00	50.00
Advertising - Other	0.00	900.00
Total Advertising	7,152.31	13,478.71
Feral Program		
Feral Program - Contract Labor		
Colony Mgt Agreement	50.00	0.00
Feral Program - Contract Labor - Other	0.00	11,450.00
Total Feral Program - Contract Labor	50.00	11,450.00
Total Feral Program	50.00	11,450.00
Insurance		
Directors Insurance	600.00	600.00
General Liability Insurance	1,500.00	1,500.00
Total Insurance	2,100.00	2,100.00
Kitten Program Supplies	10,505.87	9,714.13
Newsletter Printing		
Kitten Shower	387.15	0.00
Newsletter Printing - Other	1,153.99	1,053.44
Total Newsletter Printing	1,541.14	1,053.44
Shelter sign	3,300.04	0.00
Veterinary Expenses		
Animal Control-Med & Heartworm	299.44	5,271.13
Certificate Spay/Neuter		
Cert - Feline Neuter	5,100.00	5,550.00
Cert - Feline Spay	8,625.00	9,348.70
Cert - K-9 Neuter	4,300.00	5,100.00
Cert - K-9 Spay	5,460.00	9,590.00
Total Certificate Spay/Neuter	23,485.00	29,588.70
Feral Cat Program		
Feral Cat - Neuter	6,238.50	6,893.50
Feral Cat - Spay	14,746.60	14,434.00
Feral Cat Medical	6,180.45	4,845.14
Total Feral Cat Program	27,165.55	26,172.64
Free MOM Dog	120.00	0.00
Free MOM Spay Expense	385.00	1,015.00

A-PAL HUMANE SOCIETY
Profit & Loss Prev Year Comparison
 January through December 2015

	Jan - Dec 15	Jan - Dec 14
Free Pit Bull Spay Neuter		
Free Pit Bull Neuter	2,228.00	2,757.50
Free Pit Bull Spay	5,518.80	3,902.00
Total Free Pit Bull Spay Neuter	7,746.80	6,659.50
J L Santa Fund		
Santa Fund - Cat	300.00	0.00
Santa Fund - Nellie	0.00	1,403.61
Santa Fund - Trooper	0.00	669.34
Santa Fund - Trouble	0.00	193.67
Santal Fund - Tony	0.00	615.72
J L Santa Fund - Other	396.50	357.35
Total J L Santa Fund	696.50	3,239.69
K-9 Rescue Program		
K-9 Rescue - Other	0.00	824.62
K9 Spay	0.00	0.00
Total K-9 Rescue Program	0.00	824.62
Kitten Program Expense		
Kitten Neuter	5,692.80	5,118.40
Kitten Program Medical	14,659.38	10,098.82
Kitten spays	6,251.00	6,474.60
Vaccines/Testing/Supplies	4,835.18	2,235.88
Total Kitten Program Expense	31,438.36	23,927.70
Low Income Spay Neuter		
Feline Neuter	1,765.00	1,350.00
Feline Spay	3,660.00	4,835.00
K9 Neuters	3,360.00	3,720.00
K9 spays	5,428.80	9,440.00
Total Low Income Spay Neuter	14,213.80	19,345.00
Veterinary Referral discount	-2.40	-45.33
Veterinary Expenses - Other	0.00	0.00
Total Veterinary Expenses	105,548.05	115,998.65
Total Expense	134,408.22	157,247.69
Net Income	107,077.59	-32,815.75

A-PAL HUMANE SOCIETY
Balance Sheet
As of December 31, 2015

	Dec 31, 15
ASSETS	
Current Assets	
Checking/Savings	
Bank	
El Dorado Checking	24,539.53
Total Bank	24,539.53
Investment Accounts	
Charles Schwab	441,579.56
Franklin Mutual (FMV)	24,830.07
Schwab - Building Fund	100,000.00
Total Investment Accounts	566,409.63
Total Checking/Savings	590,949.16
Total Current Assets	590,949.16
Fixed Assets	
Event Fixtures	
Accrued Depreciation	-154.00
Event Fixtures - Other	303.76
Total Event Fixtures	149.76
Total Fixed Assets	149.76
Other Assets	
Other Assets	
Amador Community Foundation	8,385.04
Total Other Assets	8,385.04
Total Other Assets	8,385.04
TOTAL ASSETS	599,483.96
LIABILITIES & EQUITY	
Equity	
Opening Balance Equity	
Fund Balance	71,538.64
Mutual Fund Fluctuation	1,491.15
Total Opening Balance Equity	73,029.79
Retained Earnings	62,893.98
Unrestricted Net Assets	356,482.60
Net Income	107,077.59
Total Equity	599,483.96
TOTAL LIABILITIES & EQUITY	599,483.96

A-PAL 2015 BUDGET				2015	2015	
				BUDGET	Actual	Difference
Income						
	Adoption Fees-Kittens&Barn cats		\$ 21,000	\$ 23,029	\$ 2,029	
	Donations					
	Donation Shelter Sign		\$ -	\$ 3,220	\$ 3,220	
	Total Donations		\$ 64,500	\$ 173,923	\$ 109,423	\$100,000 building fund
	Fundraising Income					
	Net Income Bark in Park	4,775		5,360		
	Net Income Santa Paws	1,350		1,427		
	Total Income W&W Dinner	15,000		10,935		
	Hawaii Vacation			1,146		
	Net Fundraising Income		\$ 21,125	\$ 18,869	\$ (2,256)	
Grants						
	JRC	2,000				
	Cty Low Income	10,000				
	Other	5,000				
	Total Grants		\$ 17,000	\$ 10,000	\$ (7,000)	
Investment Income						
	Dividend Inc - Charles Schwab	12,000				
	Dividend Income - Franklin Fund	750				
	Int & Dividends - ACF	0				
	Interest - Checking	0				
	Total Investment Income		\$ 12,750	\$ 12,212	\$ (538)	does not include Dec-15
	Other Income - Maui Raffle		\$ -			
	Zazzle & AmazonSmile & Shares	700				
			\$ 700	\$ 233	\$ (467)	
	Total Income		\$ 137,075	\$ 241,486	\$ 104,411	
Expense						
	Total Administrative		\$ 3,000	\$ 4,211	\$ 1,211	
	Advertising					
	Adv - Barn Cats	3,300		2,719		
	Adv - Pit Bull Spay/Neuter	1,300		1,099		
	Adv - All Other	1,900		3,334		
	Total Advertising		\$ 6,500	\$ 7,152	\$ 652	
	Feral Program - Contract Labor	6,000		50		
	Total Feral Program		\$ 6,000	\$ 50	\$ (5,950)	
	Total Insurance		\$ 2,100	\$ 2,100	\$ -	
	Shelter Sign					
	Kitten Program Supplies		\$ 9,750	\$ 10,506	\$ 756	
	Newsletter Printing		\$ 1,000	\$ 1,541	\$ 541	
	Shelter Sign		\$ -	\$ 3,300	\$ 3,300	
	Veterinary Expenses					
	Total Veterinary Expenses		\$ 116,000	\$ 105,548	\$ (10,452)	
	Total Expense		\$ 144,350	134,408	\$ (9,942)	
Net Income				-7,275	107,078	\$ 114,353

F-PAL SPAY/NEUTER PROGRAM																			
2015																			
MONTH	Kitten Spay	Kitten Neuter	Kitten Medical	Feral Spay	Feral Neuter	Feral Medical	Feline Spay	Feline Neuter	Feline Spay	Feline Neuter	Cert K-9 Spay	Cert K-9 Neuter	Cert K-9 Spay	Cert K-9 Neuter	Free Fel Mom	Free K9 Mom	Pitbull Spay	Pitbull Neuter	TOTAL
January	11	14	\$1,038	20	9	\$138	14	14	9	5	8	0	0	0	0	0	4	14	108
February	3	3	\$174	26	23	\$324	11	14	11	11	9	0	1	5	3	3	5	3	109
March	0	2	\$912	26	19	\$473	12	11	8	8	7	0	0	0	0	0	10	5	89
April	1	2	\$1,447	22	23	\$452	9	5	8	15	2	0	0	10	5	5	5	5	100
May	0	0	\$0	8	12	\$204	9	3	15	13	2	0	0	4	0	0	5	5	72
June	6	10	\$1,381	13	8	\$216	4	2	4	4	0	0	0	4	0	0	4	1	56
July	42	38	\$3,847	35	30	\$796	12	6	5	6	0	0	0	5	3	3	5	3	182
August	30	28	\$1,890	17	9	\$300	4	4	11	5	2	0	0	5	3	3	5	3	118
September	23	37	\$2,484	45	43	\$761	12	11	7	4	2	0	0	6	0	0	6	0	190
October	19	29	\$2,179	25	25	\$1,892	11	15	3	3	0	0	0	1	1	1	1	1	132
November	16	12	\$2,781	28	32	\$312	10	15	7	5	0	0	0	5	2	2	5	2	132
December	8	14	\$628	19	16	\$322	8	8	7	6	0	0	0	3	3	3	3	3	92
Total	159	189	\$18,761	284	249	\$6,239	116	103	91	85	6	1	54	43	1,380				
Cost	\$6,251	\$5,693	\$18,761	\$14,747	\$6,239	\$6,180	\$8,625	\$5,050	\$5,460	\$4,300	\$385	\$120	\$5,520	\$2,228	\$89,559				
MADON COUNTY LOW INCOME SPAY/NEUTER																			
2015																			
K-9																			
MONTH	Spay	\$	Neuter	\$	Feline Spay	\$	Feline Neuter	\$	Total	\$									
January	6	\$670	4	\$285	10	\$505	10	\$255	30	\$1,715									
February	5	\$464	4	\$360	7	\$375	4	\$105	20	\$1,304									
March	5	\$540	6	\$480	6	\$325	6	\$160	23	\$1,505									
April	1	\$135	3	\$180	6	\$305	0	\$0	10	\$620									
May	5	\$515	2	\$145	4	\$205	6	\$155	17	\$1,020									
June	5	\$505	1	\$85	4	\$160	0	\$0	10	\$750									
July	0	\$0	9	\$585	7	\$365	7	\$195	23	\$1,145									
August	6	\$610	5	\$380	4	\$205	2	\$55	17	\$1,250									
September	5	\$505	5	\$320	3	\$155	4	\$105	17	\$1,085									
October	2	\$200	3	\$265	5	\$250	7	\$180	17	\$895									
November	8	\$935	0	\$0	7	\$375	14	\$360	29	\$1,670									
December	3	\$350	3	\$275	8	\$435	7	\$195	21	\$1,255									
Total	51	\$5,429	45	\$3,360	71	\$3,660	67	\$1,765	234	\$14,214									
Santa Fund																			
Shelter 1 dog \$179																			
Hoarded cats \$300																			
Ginger dog \$397																			
Donations \$3,018																			
Heartwort																			

AGENDA TRANSMITTAL FORM

To: **Board of Supervisors**
 Date: 03/03/2016
 From: Chuck Iley, County Administrative Officer
 (Department Head - please type)

Phone Ext. x470

<input checked="" type="radio"/> Regular Agenda <input type="radio"/> Consent Agenda <input type="radio"/> Blue Slip <input type="radio"/> Closed Session Meeting Date Requested: <u>03/08/2016</u>
--

Department Head Signature _____

Agenda Title: Administrative Agency

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

Discussion and possible action relative to possible amendments to County Code Section 2.04.09 as it relates to Salaries and Benefits of the Amador County Board of Supervisors and County Code Section 2.68.020 as it relates to the Salaries and Benefits of Amador County Elected Officials.

Recommendation/Requested Action:

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 _____ Counsel _____
 Auditor _____ GSA Director _____
 CAO _____ Risk Management _____

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

FOR CLERK USE ONLY

Meeting Date 3-8-16 Time _____ Item # 15

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

AGENDA TRANSMITTAL FORM

To: Board of Supervisors
 Date: 03/03/2016
 From: Chuck Iley, County Administrative Officer
 (Department Head - please type)

Phone Ext. x470

<input checked="" type="radio"/>	Regular Agenda
<input type="radio"/>	Consent Agenda
<input type="radio"/>	Blue Slip
<input type="radio"/>	Closed Session
Meeting Date Requested:	
<u>03/08/2016</u>	

Department Head Signature _____

Agenda Title: 211 Services

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

Discussion and possible action regarding application for a grant to study how to provide 211 services for Amador County.

Recommendation/Requested Action:

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 _____

Comments: _____

Committee Recommendation: _____

Request Reviewed by:

Chairman _____ Counsel _____

Auditor _____ GSA Director _____

CAO _____ Risk Management _____

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

FOR CLERK USE ONLY

Meeting Date 3-8-16 Time _____ Item # 16

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

Ayes: _____ Resolution _____ Ordinance _____ Other: _____

Noes _____ Resolution _____ Ordinance _____

Absent: _____ Comments: _____

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

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

ATTEST: _____
 Clerk or Deputy Board Clerk

Save

Print Form



of Stanislaus County

P.O. Box 3066
Modesto, CA 95355
209.523.4562
209.523.4568 (fax)
www.uwaystan.org

Because of You

The 24 United Way partner agencies received 404,735 requests for help or assistance last year.

That is an average 1,108 requests per day.

And because of the programs by partner agencies and United Way funding from your donations:

1,208 children attended quality afterschool/ tutoring programs.

581 children received mentoring/counseling.

3,650 children were taught social and interpersonal skills.

92 at-risk children were enrolled in diversion programs.

540 parents participated in parent engagement programs.

9,250 people received assistance with basic needs (food, clothing and shelter).

1,587 people received support services that promote neighborhood well-being.

September 8, 2011

To Whom It May Concern:

Liz Gimble was our 2-1-1 Planning Coordinator from 2004-2007. She developed a collaborative planning committee, and took the leadership to plan the 2-1-1 system. 2-1-1 is a health and human services information and referral utility hotline. Liz had the same excitement and drive working on this project from beginning when there were few supporters but she stayed focused until all pieces were in place. The community was impressed at the launching of this much needed service.

Liz assessed our community's needs, wrote requests for proposals for contract services, wrote grants to secure long-term funding for the program, coordinated efforts with the California Public Utilities Commission and related vendors; and launched the Stanislaus County 2-1-1 system. As I stated she has the visionary skills to see a project from beginning to end.

I encourage you to evaluate Liz's skills and determine whether her background will be beneficial to your organization.

Regards,

Hattie Pope
Director of Resource Development

American Cancer Society · American Red Cross · Catholic Charities · Center For Human Services · Community Hospice · Community Housing and Shelter Service · Disability Resource Agency for Independent Living (DRAIL) · Friends Outside · Girl Scouts · Boy Scouts · Haven Women's Center · Healthy Aging Association · Inter-Faith Ministries · Parents Institute for Quality Education · Parent Resource Center · Parents United · Salvation Army Modesto Corps · Salvation Army Red Shield Corps · Salvation Army Turlock Corps · Second Harvest Food Bank · Sierra Vista Child & Family Services · Stanislaus Literacy Center · Stanislaus Multi-Cultural Community Health Coalition · United Samaritans Foundation



of Stanislaus

PO Box 3066
Modesto, CA 95353-3066
209-523-4562
209-523-4568 (fax)
www.uwaystan.org

Partner Agencies

American Cancer Society
American Red Cross
Catholic Charities
Center for Human Services
Community Hospice
Community Housing & Shelter Service
Disability Resource
Agency for Independent Living
Friends Outside
Girl Scouts Heart of Central California
Greater Yosemite Council
Boy Scouts of America
Haven Women's Center
Healthy Aging Association
Inter-Faith Ministries
Parents Institute for Quality Education
Parent Resource Center
Parents United, Inc.
Salvation Army Modesto Corps
Salvation Army Red Shield Corps
Salvation Army Service Extension
Salvation Army Turlock Corps
Second Harvest Food Bank
Sierra Vista Child & Family Services
STANCO Affordable Housing Corporation
Stanislaus Community Assistance Project
Stanislaus Literacy Center
Stanislaus Multi-Cultural Community Health Coalition
United Samaritans Foundation
YMCA of Stanislaus County

October 29, 2007

To Whom It May Concern:

Liz Gimble was hired in December 2004 as the 2-1-1 Project Coordinator and successfully launched 2-1-1 Stanislaus in late October 2007. She was responsible for all aspects of planning 2-1-1 Stanislaus County, a phone and web-based service for health and human services. During her employment, Liz demonstrated the ability to:

- Organize and lead a 2-1-1 implementation committee that met once a month
- Understand complicated technical functions of interactive phone systems and databases
- Plan for long-term business operations and sustainability
- Prepare detailed budgets and reports
- Submit application with the California Public Utilities Commission
- Write successful grant requests to government entities and foundations
- Make public presentations at the County Board of Supervisors, City Councils, and other organizations
- Coordinate project management with outside vendors
- Network with 2-1-1 colleagues across the state
- Make decisions and work individually without supervision
- And demonstrate good marketing ideas.

Liz's knowledge and skills are valuable to any county seeking to plan a 2-1-1 call center or a similar project. I encourage organizations to give her considerations as the one to focus on task and complete the development.

Regards,

Francine DiCiano
Chief Operations Officer



of Stanislaus

PO Box 3066
Modesto, CA 95353-3066
209-523-4562
209-523-4568 (fax)
www.uwaystan.org

August 3, 2007

To Whom It May Concern:

It is my pleasure to recommend Liz Gimble as a candidate for a position with your organization. Liz has been on contract for approximately three years in her position as a consultant for the 2-1-1 system for United Way of Stanislaus and the Mother Lode. During this period of time Liz was the driving force and the only reason that 2-1-1 has been established as a critical service to Stanislaus County residents. She has done an excellent job in this position and is an asset to our organization. She has excellent written and verbal communication skills, is extremely organized, can work independently and is able to follow through to ensure that the job gets done.

During her tenure with United Way, Liz has been responsible for raising thousands of dollars for the 2-1-1 system through her excellent grant writing skills. She is comfortable in making presentations, working on the phone and managing the intricacies of planning and executing a successful project.

Liz is always willing to offer her assistance and has an excellent rapport with the many constituents served by our organization including, donors, volunteers and other staff. She would be an asset to any employer and I recommend her for any endeavor she chooses to pursue. Liz along with her excellent skills, will certainly be missed by United Way.

If you need any additional information or have any questions, please feel free to contact me. Thank you.

Sincerely,

Jeanie Miller
Executive Vice President
United Way of Stanislaus and the Mother Lode
jnewmiller@earthlink.net

Partner Agencies

American Cancer Society
American Red Cross
Catholic Charities
Center for Human Services
Community Hospice, Inc.
Community Housing &
Shelter Service
Disability Resource Agency
for Independent Living
Friends Outside
Girl Scouts
Muir Trail Council
Greater Yosemite Council
Boy Scouts of America
Haven Women's Center
Healthy Aging Association
Inter-Faith Ministries
Parents Institute for
Quality Education
Parent Resource Center
Parents United, Inc.
Salvation Army
Modesto Corps
Salvation Army
Red Shield Corps
Salvation Army
Service Extension
Salvation Army
Turlock Corps
Second Harvest Food Bank
Sierra Vista Child & Family
Services
STANCO Affordable
Housing Corp.
Stanislaus Community
Assistance Project
Stanislaus Literacy Center
Stanislaus Multi-Cultural
Community Health Coalition
United Samaritans Foundation
YMCA of Stanislaus County



New York Life Insurance Company
191 Sand Creek Rd., Suite 200
Brentwood, CA 94513
Bus. 925-809-7051
Email : jdlawrence@ft.newyorklife.com

John D. Lawrence, LUTCF
Partner
CA Ins. Lic. #0E78351

March 3, 2016

To whom it may concern:

I'm writing so I can shine some light on a great woman that is known as Elizabeth Gimble. She is one of the most standup and respectful ladies I've ever met. As I got to know Elizabeth I got the see the values that she lives by. Honesty, integrity, passion, drive, etc. to name a few. Every day she strives to make herself better.

With all that Elizabeth has gone through in his life, how she's turned her ways towards the Lord and realizes that life is much more than just her. One of the biggest hearts of a woman is always characterized by her actions with those around her. Elizabeth always tries to make others feel better than her. Her drive is to build up the men and women around her and make life worth living.

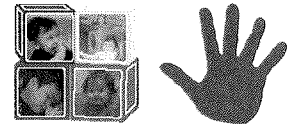
Any organization that decides to include Elizabeth will only win. Not only in every aspect of creating a better environment, but it will also include your morale increasing, and co workers getting along. It is an honor to know Elizabeth and call myself her friend. I hope this shines some light on who Elizabeth is as a person.

Sincerely,

A handwritten signature in black ink, appearing to read "John Lawrence", written over a circular stamp or seal.

John Lawrence, LUTCF
Partner

New York Life Insurance Company
51 Madison Avenue
New York, NY 10010



It's All About The Kids

Children & Families Commission
930 15th Street, Modesto, CA 95354
Phone: 209.558.6218 Fax: 209.558.6225

March 1, 2010

MEMBERS:

Vicki Bauman
School Representative

Vito Chiesa
County Supervisor

David Cooper
Chair
Community Representative

Denise Hunt, RN, MFT
Behavioral Health &
Recovery Services

Mary Ann Lee
Vice-Chair
Health Services Agency

Nelly Paredes-Walsborn, Ph.D.
Community Representative

George Skol
Community Representative

Dan Souza, LCSW
Community Representative

John Walker, MD
Public Health Officer

John Sims
Executive Director

To Whom It May Concern:

RE: Liz Gimble

Liz Gimble was hired by the United Way of Stanislaus in 2004 to coordinate 2-1-1 Stanislaus, a program funded in part by Stanislaus County Children and Families Commission (First 5).

Liz took on a large project and demonstrated her ability to multi-task and to adhere to the project schedule established by collaborating agencies in order to achieve United Way's 2-1-1 development goals. She was responsible for project coordination and for writing the proposals for funding.

The Stanislaus County Children and Families Commission funded her 2-1-1 proposal for an upgraded software program and another request for start-up and operation costs. As a result, the Commission has awarded the 2-1-1 program over \$700,000 since 2005.

Liz has strong business and persuasive writing skills that may be an asset to your organization. If you have any questions or need any additional information about Liz and her work with the 2-1-1 program in Stanislaus County, please feel free to contact me.

Thank you,

Handwritten signature of John Sims

John Sims
Executive Director

Grant Information

Grantor: Sierra Health Foundation



“Since 2008, we have awarded nearly \$6.5 million through the Responsive Grants Program in support of community-driven efforts to improve health, promote access and reduce health inequity throughout our 26-county funding region.

The Responsive Grants Program continues in 2016 with grants up to \$15,000 to support projects and improve health and well-being. There will be one funding round this year with a total of \$500,000 available. We will award at least 30 percent for projects serving rural areas of the region.”

Applications are due by noon on March 14, 2016.

At a Glance

- Up to \$15,000
- At least 30% for projects serving rural areas of their region
- Due by noon March 14, 2016
- Awards announced mid-June 2016
- Full funds available in July 2016
- 501(c) and public agencies can apply (only one application per organization)

Selection Criteria

The most competitive applications will:

- Address health disparities and promote health equity;
- Support projects that improve health and quality of life;
- Clearly explain why the applicant organization and, where appropriate, partner agencies, are best suited to be successful with the proposed project;
- Make the case for need related to the population to be served;
- Demonstrate innovative approaches to solving issues that impact health such as education, employment, housing, environment, neighborhood safety and other drivers of health outcomes;
Leverage resources and/or demonstrate sustainability

AGENDA TRANSMITTAL FORM

To: Board of Supervisors
Date: 03/02/2016
From: Jennifer Burns, Clerk of the Board
(Department Head - please type)

Phone Ext. x470

<input checked="" type="radio"/>	Regular Agenda
<input type="radio"/>	Consent Agenda
<input type="radio"/>	Blue Slip
<input type="radio"/>	Closed Session
Meeting Date Requested:	
<u>03/08/2016</u>	

Department Head Signature _____

Agenda Title: Minutes

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

Review and possible approval of the February 23, 2016 Board of Supervisors Meeting Minutes.

Recommendation/Requested Action:

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 _____ Counsel _____
Auditor _____ GSA Director _____
CAO _____ Risk Management _____

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

FOR CLERK USE ONLY

Meeting Date 3-8-16 Time _____ Item # 17

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

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**Amador County Board of Supervisors
ACTION MINUTES
REGULAR MEETING**

DATE: Tuesday, February 23, 2016
TIME: 8:30 a.m.
LOCATION: County Administration Center, 810 Court Street, Jackson, California

The Board of Supervisors of the County of Amador met at the County Administration Center, 810 Court Street, Jackson, California, on the above date pursuant to adjournment, and the following proceedings were had, to wit:

Present on Roll Call:

John Plasse, Chairman, District I
Louis D. Boitano, Vice-Chairman, District IV
Brian Oneto, Supervisor, District V
Lynn A. Morgan, Supervisor, District III

Staff: Charles T. Iley, County Administrative Officer
Gregory Gillott, County Counsel
Jennifer Burns, Clerk of the Board

Absent: Richard M. Forster, District II -**Attending National Association of Counties
Legislative Conference in Washington D.C.**

NOTE: These minutes remain in *Draft* form until approved by Minute Order at the next regular meeting of the Board of Supervisors. Any packets prepared by County Staff are hereby incorporated into these minutes by reference as though set forth in full. Any staff report, recommended findings, mitigation measures, conditions, or recommendations which are referred to by Board members in their decisions which are contained in the staff reports are part of these minutes by reference only. Any written material, petitions, packets, or comments received at the hearing also become a part of these minutes by reference.

PLEDGE OF ALLEGIANCE: Chairman Plasse led the Board and the public in the *Pledge of Allegiance*

CLOSED SESSION may be called for labor negotiations (pursuant to Government Code §54957.6), personnel matters (pursuant to Government Code §54957), real estate negotiations/acquisitions (pursuant to Government Code §54956.8), and/or pending or potential litigation (pursuant to Government Code §54956.9). **At 8:30 a.m., the Board convened into closed session.**

REGULAR SESSION: At 9:00 a.m., the Board reconvened into regular session. Chairman Plasse reported the following issues were reviewed in closed session:

Conference with Labor Negotiators: Pursuant to Government Code Section 54957.6. County Negotiator: Greg Gillott, County Counsel, Chuck Iley, County Administrative Officer, and Darrell P. Murray, IEDA. Employee Organization: All Units

ACTION: Direction given to staff.

Conference with County Counsel - Existing Litigation {Government Code 54956.9(d)(1)}: Pine Grove Business Alliance v. County of Amador, et al; Amador County Superior Court; Case No. 14CV9062

ACTION: Update given.

Confidential Minutes: Review and approval of the confidential minutes for February 9, 2016.

ACTION: Approved pursuant to the following motion.

MOTION: It was moved by Supervisor Boitano, seconded by Supervisor Oneto and unanimously carried to approve the confidential minutes for February 9, 2016.

Ayes: Supervisors Boitano, Oneto, Forster and Morgan

Noes: None

Abstain: Supervisor Plasse

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

ACTION: Direction given pursuant to the following motion.

MOTION: It was moved by Supervisor Boitano, seconded by Supervisor Morgan and unanimously carried to approve the agenda as presented.

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

2016 Public Safety and Rehabilitation Act: Mr. Todd Reibe, District Attorney, took this time to advise the Board and those present that the California District Attorneys Association has filed a writ of mandate seeking to direct Attorney General Kamela Harris to refrain from issuing the title and summary of Governor Jerry Brown's Public Safety and Rehabilitation Act for 2016.

CONSENT AGENDA: Items listed on the consent agenda (see attached) are considered routine and may be enacted by one motion. Any item may be removed for discussion and made a part of the regular agenda at the request of a Board member(s).

ACTION #1: Direction given pursuant to the following motion.

MOTION #1: It was moved by Supervisor Boitano, seconded by Supervisor Oneto and unanimously carried to approve the Consent Agenda as amended above.

Aye: Supervisor Boitano, Oneto, Plasse and Morgan

Noes: None

Absent: Supervisor Forster

REGULAR AGENDA

Kirkwood Meadows Public Utility District and Kirkwood Community: General update by Mr. Michael Sharp, KMPUD General Manager.

ACTION: None. Presentation only.

Pacific Gas and Electric Company Economic Vitality Grant: Presentation of the 2015 Pacific Gas and Electric Company Economic Vitality Grant in the amount of \$20,000.00 to the Amador Community College Foundation by PG&E representatives.

ACTION: None. Presentation only.

2015/16 Pavement Management Program Implementation: Discussion and possible action relative to staff direction to prepare plans specifications and estimates and advertise for bid the 2015/16 Pavement Management Plan Implementation.

Mr. Aaron Brusatori, Community Development Director, addressed the Board and summarized this matter by stating NCE Consulting has performed surveys of representative samples of each section of the County road system. After measuring distresses such as cracking and weathering, a database was created using StreetSaver software. Based on the effect of each distress on the remaining service life of a pavement, each section was given a rating known as a Pavement Condition Index (PCI) between 1 and 100. He noted this number objectively groups pavements into the following categories:

- 70-100-Good
- 50-69-Fair due to age/weather

- 50-69-Fair due to loading
- 25-49-Poor
- 0-24-Very Poor/Failed

Mr. Brusatori also stated with the reality of limited funding, the software also determines which roads will benefit the most from treatment today, providing the longest remaining pavement life for a given budget. It should be noted the roads with the highest benefit-cost ratio are shown on a map included in the Board packet for today's date.

Discussion ensued with the following action being taken.

ACTION: **Direction given pursuant to the following motion.**

MOTION: **It was moved by Supervisor Boitano, seconded by Supervisor Oneto and unanimously carried to direct staff to prepare plans, specifications and estimates and advertise for bids relative to the 2015/2016 Pavement Management Project.**

Ayes: **Supervisors Boitano, Oneto, Plasse and Morgan**

Noes: **None**

Absent: **Supervisor Forster**

Tree Mortality: Discussion and possible action relative to adopting a Declaration of Emergency for Tree Mortality in Amador County due to drought and bark beetle infestation.

Mr. John Hofmann, County Consultant, addressed the Board and summarized this matter by stating on October 20, 2015, Governor Brown of the State of California, issued an Executive Order related to unprecedented tree mortality due to drought conditions, directed state agencies to begin collaborating and partnering with local government to take action to remove dead and dying trees threatening public safety and infrastructure and approved California Disaster Assistance Act funding to assist in these efforts. He also noted the latest aerial survey estimated that over 29 million trees have died across California as a result of the drought and the effects of bark beetle infestation, up from 3.3 million in 2014. Mr. Hoffman stated he has had reports that tree mortality from bark beetle infestation has accelerated over the past few months in Amador County and many residents are in immediate need of resources to assist with removal of dead and dying trees. Mr. Hoffman continued by stating with adoption of an Emergency Declaration it will better align the County to request the assistance of the State of California in the coordination of resources to assist in the removal of dead and dying trees due to drought and bark beetle infestation. He stated Amador County will need to establish a tree mortality taskforce and charge it to develop a risk abatement plan, coordinate agency, organization and citizen efforts, seek funding, resolve barriers and maximize County resources. Mr. Hoffman also noted with adoption of the Declaration it will subsequently request that the State of California include Amador County in the list of Priority Counties within the California Tree Mortality Task Force.

Discussion ensued with the Board concurring that this is a very serious problem and will likely get worse in the near future. The Board felt that adopting the Declaration of Emergency and identifying a task force will be a proactive step in procuring future funding to assist Amador County residents with the removal of dead and dying trees.

Discussion ensued with the following individuals wishing to speak relative to this matter:

Mr. Tom Tinsley
Mr. Steve Bonner, District III resident
Mr. John Heissenbuttel, CalAm Forestry Team
Ms. Sherry Curtis, District III resident

The following action resulted.

ACTION: Direction given pursuant to the following motion.

MOTION: It was moved by Morgan, seconded by Supervisor Boitano and unanimously carried to adopt the following resolution declaring Local State of Emergency in Amador County due to pervasive tree mortality and authorize the Chairman of the Board to use his discretion to appoint members to a Tree Mortality Task Force.

RESOLUTION NO. 16-021

Resolution declaring Local State of Emergency in Amador County due to pervasive tree mortality.

Minutes: Review and possible approval of the February 9, 2016 Board of Supervisors Meeting Minutes.

ACTION: Direction given pursuant to the following motion.

MOTION: It was moved by Supervisor Oneto, seconded by Supervisor Morgan and unanimously carried to approve the February 9, 2016 Board of Supervisor Meeting Minutes with minor corrections.

CLOSED SESSION may be called for labor negotiations (pursuant to Government Code §54957.6), personnel matters (pursuant to Government Code §54957), real estate negotiations/acquisitions (pursuant to Government Code §54956.8), and/or pending or potential litigation (pursuant to Government Code §54956.9). **At 11:00 a.m., the Board convened into closed session.**

Conference with Real Property Negotiators: APN 044-010-116-000; (Terms & Conditions) Negotiating Parties: Mr. Jim Lewis, Airtronics Inc.; County Negotiators: Charles T. Iley, County Administrative Officer and Jon Hopkins, General Services Director.

ACTION: Direction given to staff.

Conference with County Counsel – One Case [Government Code 54956.9(d)(4)]

ACTION: Direction given to staff.

Conference with County Counsel - Existing Litigation {Government Code 54956.9(d)(1)}:
County of Amador v. Kenneth L. Salazar, Secretary of the Interior; et al: In the United States District Court for the District of Columbia, Case No. 1:05-CV-00658 (RWR)

ACTION: No update.

County of Amador v. The United States Department of the Interior; United States District Court for the Eastern District of California. Case No. 2:12-CV-01710-JAM-CKD

ACTION: No update.

Conference with County Counsel – Anticipated Litigation [Government Code 54956.9(d)(2)]:
Buena Vista Rancheria

ACTION: Update given.

REGULAR SESSION: At 12:45 p.m., the Board reconvened into regular session. Chairman Plasse reported the above issues were reviewed in closed session.

ADJOURNMENT: Until Tuesday, March 8, 2016, at 8:30 a.m.

**AMADOR COUNTY
BOARD OF SUPERVISORS**

CONSENT AGENDA

February 23, 2016

NOTE: Items listed on the consent agenda are considered routine and may be enacted by one motion. Any item may be removed for discussion and possible action, and made a part of the regular agenda at the request of a Board member(s).

1. **BUDGET MATTERS** None
2. **TAX MATTERS** None
3. **RESOLUTIONS**
 - A. **Auditor:** Approval of a resolution to substitute officers authorized to direct transfer of tobacco settlement funds. (Resolution #16-017)
 - B. **Building Department:** Approval of a resolution authorizing recordation of an Agreement to Limit Uses of Agricultural Structure for Michael F. Bellamy and Margaret Bellamy Joint Living Trust for Building Permit AG01036 (APN 014-200-057-000). (Resolution #16-018)
 - C. **Building Department:** Approval of a resolution authorizing recordation of an Agreement to Limit Uses of Agricultural Structure for Keith D. Jarrett and Wendy L. Jarrett for Building Permit AG01035 (APN 040-030-099-000). (Resolution #16-019)
 - D. **Social Services:** Approval of a resolution authorizing Health and Human Services Director to execute the MOU between the California Department of Social Services and the County for access to The Work Number®. (Resolution #16-020)
4. **AGREEMENTS**
 - A. **Sheriff:** Approval of a Professional Services Agreement with Justice Benefits, Incorporated to review Amador County Jail procedures and statistics in an effort to increase revenues by enhancing claims for federal funding available for jails.
5. **ORDINANCES** None
6. **MISCELLANEOUS APPOINTMENTS/RESIGNATIONS**
 - A. **Fiddletown Cemetery Advisory Committee:** Approval of the following appointments to the subject Committee for a term of four years that will expire on February 23, 2020:
 - Mitch Lubenko

- Melvin Bradley
- Lorna Cowan
- Keith Clark
- Linda Cooper

And approval of the following appointments to serve as Alternates:

- Dick Smith
- Linda Smith

7. **MISCELLANEOUS**

- A. **General Services Administration:** Approval of the sale of one 2010 Ford Expedition deemed surplus to Amador Fire Protection District for \$5,500.00.
- B. **General Services Administration:** Approval to dispense with the formal bidding process and 1) Purchase Teleosoft Inc. software and the annual maintenance and support for the Sheriff's Office in an amount not to exceed \$66,830.00; and 2) Authorize the Sheriff, and/or his designee, to execute an agreement based upon the Sacramento County RFP and Teleosoft's proposal dated August 24, 2015 contingent upon County Counsel's approval.
- C. **Social Services:** Approval of a request to hire one Eligibility Worker I/II position due to employee resignation. This is a Merit Systems position and must be hired through the Merit Systems process.

8. **GENERAL CORRESPONDENCE**

- A. A Proclamation from the Governor of California calling the Presidential Primary Election on Tuesday, June 7, 2016, per the requirement in Elections Code section 12000.
- B. Notification from the El Dorado National Forest Amador Ranger District that they propose to conduct a fuels reduction and forest health project on about 3,350 acres of National Forest System Lands.
- C. Commendation Letter from John Wabs to the Public Works Road Crew for a job well done in response to some patching and shoulder work needed at the intersection of Buena Vista Road and Jackson Valley Road.
- D. Auditor's check register dated February 1, 2016 totaling \$191,426.45.
- E. Auditor's check register dated February 8, 2016 totaling \$206,058.68.

John Plasse, Chairman
Board of Supervisors

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

DRAFT

**Staff Contacts: Chuck Iley, County Administrative Officer
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