AGENDA TRANSMITTAL FORM

To: <u>Bo</u>	pard of Supervisors	<u>IDA INARUI</u>	WITTAL FURIM	Regular Agenda Consent Agenda
Date: Decemb	ber 20, 2016			Blue Slip Closed Session
From: Aaron B	rusatori			Meeting Date Requested:
FIOII.	(Department Head - please type)	<u> </u>	Phone Ext. x248	01/10/17
Department I-	Head Signature	Suumlt		
Agenda Title:		or the 15/16 Pavement Ma	anagement Projecton Various County Ro	
Summary: (Provice Telfer Pavement have been filed this project the f	de detailed summary of the purpose of t Technologies, Inc. completed and the Preliminary Lien Notice following process should be fol	of this item; attach additi the 15/16 Pavement es will be properly rel llowed:	tional page if necessary) t Management Project on Novem eleased prior to the retention pay	nber 1, 2016. No Stop Notices ment to the contractor. To close
,	to the contractor according to t	COUNTY DIOCEGUIES	Director of Transportation and Pu The Board should authorize the o day wait period after the Notice	CL=::
	/Requested Action:			
Accept the proje		<u> </u>	Signature on Agreement and Rel	lease of Claims when appropriate
Budgeted	ach budget transier form il-appropria	ite)	Staffing Impacts None	
Is a 4/5ths vote rec	nuirod?			
15 0 7/00/15 10/0	quired? Yes \(\sum \) No [×		es No N/A X
Name		N/A 🔀	Ordinance Attached Ye	es
Committee Recommittee	mendation:	NO 2011 (SERVICE)	Of Claims attached.	py of Agreement & Release
Request Reviewed	by:			
Chairman		Counse	e 6e	
Auditor	ne	GSA Dir		The state of the s
cao	Z.		anagement	
Distribution Instruct	Wasar Vintar Danartmontal Only the s			
Transportation ar	nd Public Works	equesting Department is	s responsible for distribution outside C	ounty Departments)
The state of the s	10.140113.110113	0-		
Meeting Date		FOR CLERK US	E ONLY	
Meeting Date	1-10-17	Time	ltem	* 30
Board Action: Ap	pproved YesNo U	Inanimous Vote: Yes	No	
Ayes:	Resolution	Ordinance	ce Other	r.
Noes Absent:	Resolution	Ordinance		
Absent:	Comments: A new ATF is required from	I hereby certify the records of the Ar	his is a true and correct copy of action mador County Board of Supervisors.	(s) taken and entered into the official
Completed by	Department For meeting	ATTEST:		
10 (10 (10 (10 (10 (10 (10 (10 (10 (10 (of	Clerk o	or Deputy Board Clerk	

Save



AMADOR COUNTY COMMUNITY DEVELOPMENT AGENCY

TRANSPORTATION & PUBLIC WORKS

PHONE: (209) 223-6429 FAX: (209) 223-6395 WEBSITE: <u>www.amadorgov.org</u>

EMAIL: PublicWorks@amadorgov.org

COUNTY ADMINISTRATION CENTER • 810 COURT STREET • JACKSON, CA 95642-2132

MEMORANDUM

TO:

Board of Supervisors

FROM:

Aaron Brusatori, PE AGS

SUBJECT:

Resolution - Accepting 15.16 Pavement Management Project as Complete

DATE:

December 28, 2016

Telfer Pavement Technologies, Inc. completed the 15/16 Pavement Management Project on November 1, 2016. No Stop Notices have been filed and the Preliminary Lien Notices will be properly released prior to the retention payment to the contractor. To close out this project the following process should be followed:

Analysis and Alternatives

The 16/16 Pavement Management Project was approved by the board on February 23, 2016. Staff prepared plans specifications and estimates and advertised the project for competitive bids. On May 24, 2016 the Board awarded the project to Telfer Pavement Technologies, Inc. Work was completed during October 2016.

Approval of this item allows the Department to close out the project and facilitates final payment to the prime contractor and to the subcontractors that have performed work on this project.

To close out the project it is requested that the Board:

- 1. Adopt the attached resolution accepting the 15/16 Pavement Management Project as complete.
- 2. Authorize the Director of Transportation and Public Works to release retention and final payment.
- 3. Authorize the Chair to endorse three (3) copies of the Agreement and Release of claims upon expiration of the 30 day period ending which ends 30 days after adoption of the attached resolution.

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

IN THE MATTER OF:
RESOLUTION ACCEPTING THE) RESOLUTION NO. 17-XXX 15/16 PAVEMENT MANAGEMENT) PROJECT AS COMPLETE)
WHEREAS, the contractor has completed the 15/16 Pavement Management Project, along various roads throughout Amador County, California; and
BE IT RESOLVED by the Board of Supervisors of the County of Amador, State of California that said Board does hereby accept the work by Telfer Pavement Technologies, Inc. for the 15/16 Pavement Management Project as complete; and
BE IT FURTHER RESOLVED by said Board that the Department of Transportation and Public Works Director has found that no liens or Stop Notices are filed and gives the Director authorization to release retention and final payment.
The foregoing resolution was duly passed and adopted by the Board of Supervisors of the County of Amador at a regular meeting thereof, held on the X day of January 2017, by the following vote:
AYES:
NOES:
Chairman, Board of Supervisors
ATTEST:
JENNIFER BURNS, Clerk of the Board of Supervisors, Amador County, California
Deputy

ATTACHMENT A

AGREEMENT AND RELEASE OF CLAIMS

This Agreement and Release of Claims ("Agreement and Release"), made and entered into this
14 day of December, 2016, by and between the County of Amador ("County"), and
Teler Pavement Technologics "Contractor")], whose place of business is
4522 Parker Ave Bldg 700 Stc. 350 McCleffan, CA, CA, 95652.
,

RECITALS

- A. On May 24th, 2016, County and Contractor entered into a contract (the "Contract") in the County of Amador, State of California, whereby Contractor agreed to perform certain work (the "Work") consisting of furnishing of all labor, materials, and equipment for the microsurfacing, crack sealing, traffic handling, and pavement delineation, including all the necessary components to perform the Work.
- B. The Work under the Contract has been completed.

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

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

Original Contract Sum	s \$667,722.34
Modified Contract Sum	s \$767,341.93
Payment to Date	s \$609, 186.58
Damages	\$
Payment Due Contractor	s 4 158, 155. 35

- 2. Subject to the provisions of this Agreement and Release, County shall forthwith pay to Contractor the sum of _____ Dollars and ____ Cents (\$ 767341) under the Contract, less any amounts withheld under the Contract or represented by any Notice to Withhold Funds on file with County as of the date of such payment.
- 3. Contractor acknowledges and hereby agrees that there are no unresolved or outstanding claims in dispute against County arising from the performance of work under the Contract, except for (i) the Disputed Claims described in Paragraph 4 below, and (ii) continuing obligations described in Paragraph 6 below. It is the intention of the parties in executing this Agreement and Release that this Agreement and Release shall be effective as a full, final and general release of all claims, demands, actions, causes of action, obligations, costs, expenses, damages, losses and liabilities of Contractor against County, all its respective agents, employees, inspectors, assignees and transferees except for the Disputed Claims set forth in Paragraph 4 below and continuing obligations described in Paragraph 6 below.
- 4. The following claims are disputed (hereinafter, the "Disputed Claims") and are specifically excluded from the operation of this Agreement and Release:

Claim No. Date Submitted Description of Claim Amount of Claim

[Insert information, including attachments if necessary]

5. Consistent with California Public Contract Code section 7100, Contractor hereby agrees that, in consideration of the payment set forth in Paragraph 2, above, Contractor hereby releases and forever discharges County, all its agents, employees, inspectors, assignees and transferees from any and all liability, claims, demands, actions or causes of action of whatever kind or nature arising out of or in any way concerned with the work under the Contract, except for the Disputed Claims.

- 6. Guarantees and warranties for the Work, and any other continuing obligation of Contractor, shall remain in full force and effect as specified in the Contract Documents.
- 7. Contractor shall immediately defend, indemnify and hold harmless County, all its respective agents, employees, inspectors, assignees and transferees from any and all claims, demands, actions, causes of action, obligations, costs, expenses, damages, losses and liabilities that may be asserted against them by any of Contractor's suppliers and/or Subcontractors of any tier and/or any suppliers to them for any and all labor, materials, supplies and equipment used, or contemplated to be used in the performance of the Contract, except for the Disputed Claims.
- 8. Contractor hereby waives the provisions of California Civil Code Section 1542, which provides as follows:

A general release does not extend to claims which the creditor does not know or suspect to exist in his or her favor at the time of executing the release, which if known by him or her must have materially affected his settlement with the debtor.

- 9. The provisions of this Agreement and Release are contractual in nature and not mere recitals and shall be considered independent and severable, and if any such provision or any part thereof shall be at any time held invalid in whole or in part under any federal, state, county, municipal or other law, ruling or regulations, then such provision, or part thereof shall remain in force and effect only to the extent permitted by law, and the remaining provisions of this Agreement and Release shall also remain in full force and effect, and shall be enforceable.
- 10. All rights of County shall survive completion of the Work or termination of Contract, and execution of this Release.

*** CAUTION: THIS IS A RELEASE - READ BEFORE EXECUTING ***

COUNTY OF AMADOR:	CONTRACTOR
By:Chairman, Board of Supervisors	By: Principal
	Name (please print): Milue FAirl
	Title: VI. of Constanction Openation 5.

Resol

AGENDA TRANSMITTAL FORM

To: <u>Board of Supervisors</u>	<u>ENDA TRANSMITTAL FOR</u>	Regular Agenda Consent Agenda Blue Slip
Date: December 22, 2016		Closed Session
From: Steven A. Zanetta, County Surveyor (Department Head - please type) Department Head Signature	Phone Ext. 371	Meeting Date Requested: <u>January 10, 2017</u>
Agenda Title:	en Ranch, Unit 3 and the Subdivision Improvemen	t Agreement w/Riverland Homes, Inc.
Summary: (Provide detailed summary of the purpo The subject agenda item is a request for app	se of this item; attach additional page if necessa roval of a subdivision map and a subdiv	
Recommendation/Requested Action: APPRoVAL OF ATTACHED) RESOLUTION	
Fiscal Impacts (attach budget transfer form if appro	opriate) Staffing Impacts	
Is a 4/5ths vote required? Yes Committee Review? Name Committee Recommendation:	No Mo Contract Attach Resolution Attach Ordinance Attach Comments:	ched: Yes No N/A
Request Reviewed by: Chairman	Counsel GC	
CAO CAO	GSA Director 102 Risk Management	
Distribution Instructions: (Inter-Departmental Only, Please transmit two copies of each resolution		stribution outside County Departments)
M-W-D-	FOR CLERK USE ONLY	ton 4
Meeting Date 1-10-[7]	Time	ltem# 3b
Board Action: Approved YesNo Ayes: Resolution Noes Resolution Absent: Comments:	Unanimous Vote: YesNo Ordinance Ordinance	Other:
A new ATF is required fro	m I hereby certify this is a true and corecords of the Amador County Boa	rrect copy of action(s) taken and entered into the official rd of Supervisors.
Completed by Department For meeting of	ATTEST:Clerk or Deputy Board C	lerk

Save

Requested By: BOARD OF SUPERVISORS Return to: SURVEYING & ENGINEERING

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

IN THE MATTER OF:

RESOLUTION APPROVING THE FINAL SUBDIVISION MAP AND ACCEPTING AND REJECTING OFFERS OF DEDICATION APPEARING ON FINAL SUBDIVISION MAP NO. 102 PETERSEN RANCH UNIT 3

RESOLUTION NO. 2017-xxxx

WHEREAS, the Amador County Board of Supervisors has determined that said map is in conformity with the requirements of the County of Amador.

THEREFORE, BE IT RESOLVED by the Amador County Board of Supervisors that said Board hereby approves Final Subdivision Map No. 102 Petersen Ranch Unit 3; and

BE IT RESOLVED by the Board of Supervisors of the County of Amador that all offers of dedication for Public Utility Easements appearing on Final Subdivision Map No. 102 Petersen Ranch Unit 3, by Ciro L. Toma, Land Surveyor, dated September, 2016, be and hereby are accepted; and

BE IT FURTHER RESOLVED that all other offers of dedication appearing on said map be and hereby are rejected at this time, subject to subsequent acceptance by future Resolution of this Board.

The foregoing resolution was duly passed and adopted by the Board of Supervisors of the County of Amador at a regular meeting thereof held on the 10th day of January, 2017, by the following vote:

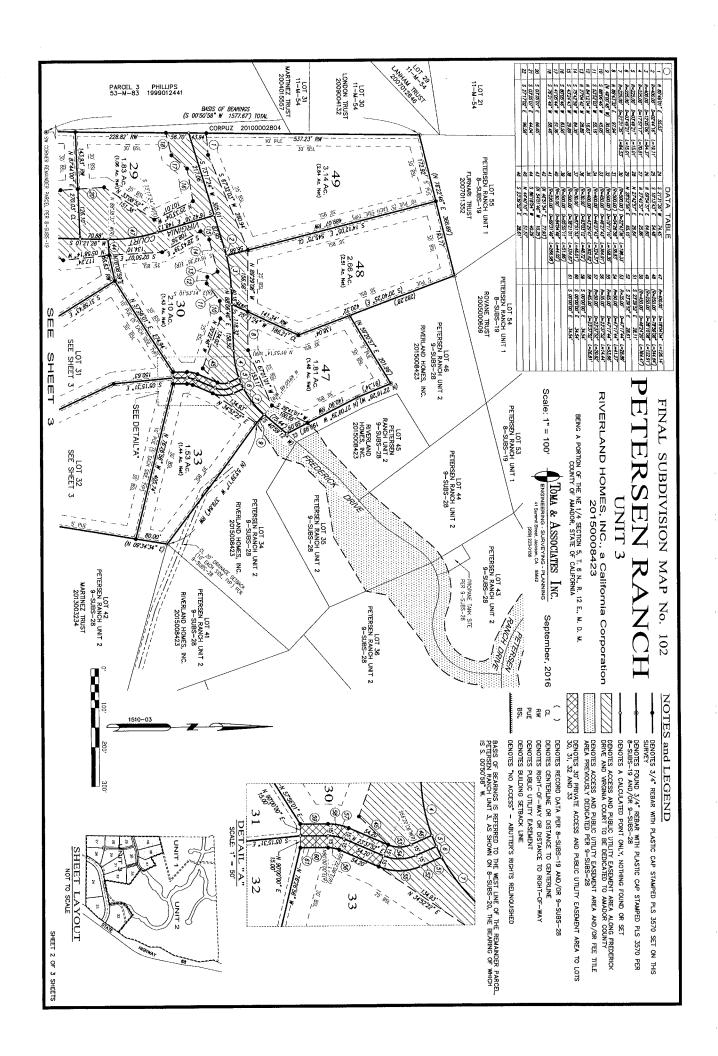
AYES: Richard M. Forster, Lynn A. Morgan, Brian Oneto,

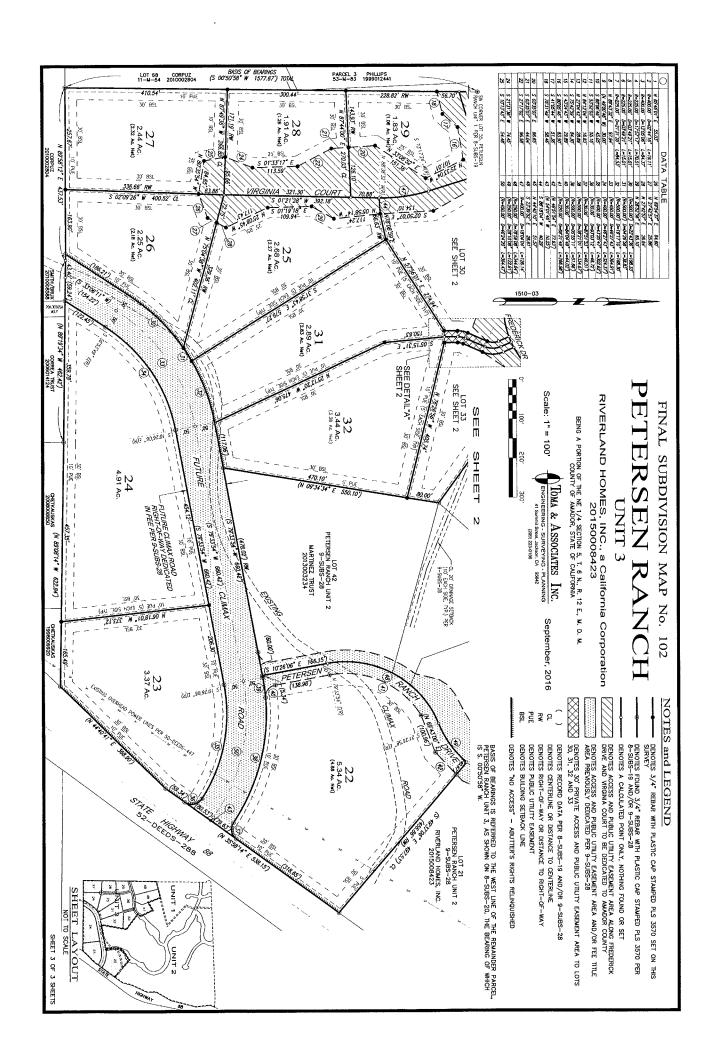
Patrick Crew and Frank Axe

NOES: None

ABSENT: None

Chairman, Board of Supervisors





Requested By:
BOARD OF SUPERVISORS
When recorded Return to:
SURVEYING & ENGINEERING

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

IN THE MATTER OF

RESOLUTION APPROVING
SUBDIVISION IMPROVEMENT AGREEMENT
BETWEEN RIVERLAND HOMES INC., A
CALIFORNIA CORPORATION
AND THE COUNTY OF AMADOR FOR THE
FINAL SUBDIVISION MAP NO. 102 PETERSEN
RANCH UNIT 3 FOR THE CONSTRUCTION
IMPROVEMENTS IN THE AMOUNT OF \$547,751.00

RESOLUTION NO. 2017-xxxx

BE IT RESOLVED by the Board of Supervisors of the County of Amador, State of California that the agreement by and between said County and Riverland Homes Inc., A California Corporation, for the latter to complete work in a period of two years be and hereby is approved on the terms and conditions therein.

(see attached agreement and standard estimate sheet)

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

The foregoing resolution was duly passed and adopted by the Board of Supervisors of the County of Amador, State of California, at a regular meeting thereof, held on the 10th day of January, 2017, by the following vote:

AYES: Richard M. Forster, Lynn A. Morgan, Brian Oneto,

Patrick Crew, and Frank Axe

NOES: N

None

ABSENT: None

Chairman, Board of Supervisors

ATTEST:

JENNIFER BURNS, Clerk of the Board of Supervisors, Amador County, California Recording requested by and when recorded mail to:

AMADOR COUNTY SURVEYING AND ENGINEERING DEPARTMENT 810 Court Street Jackson, CA 95642

(SPACE ABOVE THIS LINE FOR RECORDER'S USE ONLY)

SUBDIVISION IMPROVEMENT AGREEMENT

Petersen Ranch Unit 3 (Tentative Subdivision Map No. 102)

RECITALS

A. Subdivider obtained conditional approval of a tentative map (the "Tentative
Map") referenced by the map number first indicated above for subdivision of certain real
property, including the lots and common areas collectively designated as "Development
Name" (the "Property") more particularly described as follows: Lots 22 through 33 and 47
through 49 as shown on the Subdivision Map for Petersen Ranch Unit 3, filed for record on
, 20 in the Amador County Recorder's Office in Book of
Subdivision Maps at Page

- B. Subdivider has complied satisfactorily (subject to final approval by the Board of Supervisors) with all of the conditions on the Tentative Map, except for certain improvements required to be made by the Subdivider hereunder and under any other agreements between Subdivider and other public entities concerning the Property.
- C. Subdivider recognizes that by approval of the final map for Subdivision, County has conferred substantial rights upon Subdivider, including the right to sell, lease, or finance lots within the Subdivision. As a result, County will be damaged to the extent of the cost of installation of the improvements by Subdivider's failure to perform its obligations to commence construction of the improvements by the time established in this Agreement. The County shall be entitled to all remedies available to it pursuant to this Agreement and law in the event of default by Subdivider.
 - D. The parties desire to enter into an agreement to allow the recording of a

final map or maps (the "Final Map") for subdivision of the Property prior to completion of all such improvements required by County, upon terms and conditions that will assure the completion of such improvements.

NOW THEREFORE, the parties agree as follows:

- 1. The parties acknowledge the truth of the above recitals, which are incorporated into this Agreement by this reference.
- 2. Subdivider agrees to complete the following improvements (the "Improvements") at Subdivider's sole expense, and in strict accordance with the plans and specifications therefor as approved by the Amador County Department of Transportation and Public Works ("TPW"), and subject to inspection by TPW or its designees, as follows:
 - a. All improvement as shown on the Improvement Plans titled "PETERSEN RANCH UNIT 3" prepared by TOMA & ASSOCIATES INC., as approved by TPW. The Improvement Plans are on file in the TPW Offices and are incorporated into this Agreement by this reference.
 - b. All obligations of Subdivider set forth in the Conditions for Approval of Tentative Subdivision Map No. 102, the performance of which are to occur after recordation of the Final Map.

The Improvements are further delineated on Exhibit "A" (Engineer's Estimate) attached and incorporated by this reference.

- 3. Subdivider agrees to complete all of the Improvements prior to occupancy of any dwelling or commercial building on the Property, but in no event later than two (2) years from the date of this Agreement.
- 4. Subdivider shall replace, at Subdivider's sole expense, all survey monuments damaged or destroyed by the construction of the Improvements or any of them, or by any other work done on the Property by or at the direction of Subdivider.
- 5. Subdivider agrees to give not less than ten (10) working days' advance notice to TPW of the commencement of work on the Improvements. Subdivider further agrees that any work done without notice to and prior inspection by PWA is subject to rejection upon that ground alone, in addition to any other grounds that may exist for such rejection.
- 6. If work on the Improvements is delayed without fault of Subdivider, Subdivider may request an extension of the time provided in paragraph 2 above for completion of the Improvements. Such extension may be granted by County in its sole discretion. If County agrees to extend the time for completion for such period of time as County may deem reasonable, County shall require payment by Subdivider to County of any fees for additional inspections required because of the extension. County in its discretion may also require that a new engineer's estimate be required for the Improvements and that

Subdivider post additional security for any increased cost of the Improvements.

- 7. Subdivider warrants and agrees to remedy at its sole expense any defect in the Improvements arising from faulty or defective material or workmanship for a period of one (1) year after formal acceptance thereof by County.
- 8. Subdivider agrees to indemnify and hold County harmless from and against any loss, damage, cost, liability, or expense (including, but not limited to, attorneys' fees and costs County may incur in defending itself against any such claims made against County) resulting from Subdivider's performance or breach of Subdivider's obligations under this Agreement, or the negligence of Subdivider or Subdivider's agents, employees, and contractors (including subcontractors).
- 9. To ensure performance of Subdivider's obligations under this Agreement, Subdivider shall provide to County a good and sufficient security (the "Performance Security"), as defined and provided for in Government Code Sections 66499, et seq., in an amount equal to one hundred percent (100%) of the total estimated cost of the Improvements multiplied by one point two-five (1.25) for prevailing wage (the "Total Cost"). The Total Cost shall also include a fifteen percent (15%) contingency. In the event that changes to the Improvement Plans cause an increase of more than 10% over the original estimated cost of the Improvements, Subdivider shall provide a new security as provided in this section for the new Total Cost.
- 10. If the Performance Security is in the form of a cash deposit or deposits, County may, in its sole discretion, authorize the periodic release of portions of such deposit(s) as portions of the Improvements are completed. The amounts released shall be equal to fifty percent (50%) of the value of the work on the portion of Improvements completed to the satisfaction of TPW; provided, however, that in no event shall County authorize any release that would reduce the remaining balance of the Performance Security below fifty percent (50%) of the Total Cost. The decision of TPW as to the amount of work done and the value thereof shall be final and conclusive. No more than three (3) such releases of cash shall be permitted.
- 11. In addition to the Performance Security Subdivider shall provide to County a good and sufficient security in an amount equal to one hundred percent (100%) of the Total Cost (the "Laborers' Security") to secure payment of amounts owed to contractors, subcontractors and to persons renting equipment or furnishing labor or materials for the construction of the Improvements. If Subdivider posts security in the form of a cash deposit or a letter of credit, the Laborers' Security may be the same funds provided by Subdivider as Performance Security.
- 12. In addition to the Performance Security and the Laborers' Security, Subdivider shall provide to County a good and sufficient security in an amount equal to ten percent (10%) of the Total Cost (the "Warranty Security") for the guarantee and warranty of the Improvements for a period of one year following the completion and acceptance thereof against any defective work or labor done, or defective materials furnished, as provided in

Government Code Section 66499.3(d). The Warranty Security may be the same funds provided by Subdivider as Performance Security; or, if Subdivider prefers, Subdivider may provide a separate Warranty Security to County at the time of acceptance of the Improvements by County, in which case the entire remaining balance of the Performance Security will be released to Subdivider as set forth in Paragraph 13 below.

- 13. Notwithstanding any other provision of this Agreement, Subdivider's security shall compensate the County for the actual cost of completing the Improvements in the event of default by the Subdivider in the performance of this Agreement, regardless of whether the County's cost of completion exceeds the estimated total cost of the Improvements.
- 14. When the Improvements are formally accepted by County, the remaining balance of the Performance Security and the Laborers' Security after any releases authorized under Paragraph 10 above shall be retained by County for the period prescribed in Government Code Section 66499.7 or other successor statute, and thereafter shall be disbursed or retained by County in the manner set forth in Government Code Section 66499.7(b); provided, however, that if Subdivider has not provided a separate Warranty Security, then County shall retain out of the Performance Security an amount equal to the Warranty Security until the expiration of the warranty period specified in Paragraph 7 above.
- 15. Any extension of time granted under the provisions of Paragraph 6 hereof shall not operate to release the Performance Security or Laborers' Security provided pursuant hereto; if Subdivider requests such an extension, it may be granted only upon the further condition that the financial institution waive the provisions of Civil Code Section 2819 respecting such extension.
- 16. When the Performance Security, Laborers' Security and Warranty Security set forth in Paragraphs 9, 11 and 12 above have been deposited with County, County shall approve the Final Map, if such map otherwise meets the requirements of Title 17 of the Amador County Code and the Subdivision Map Act.
- 17. Any Security required by this Agreement shall be provided on forms approved by the County, and, if applicable, shall be issued from sureties authorized by the California Insurance Commissioner to transact the business of insurance.
- 18. Subdivider may not assign this Agreement or delegate any of Subdivider's obligations hereunder without the prior written consent of County; provided, however, that nothing in this Paragraph 15 shall prevent Subdivider from entering into one or more construction contracts for construction of the Improvements.
- 19. In the event Subdivider fails to perform one or more of the conditions herein, County shall have recourse to the security given to guarantee the performance of such acts. County shall have recourse against so much of the security as is necessary to discharge the responsibility of Subdivider hereunder. County shall have recourse against Subdivider for

any and all amounts necessary to complete the obligations of Subdivider in the event the security therefore is insufficient to pay such amounts. All administrative costs incurred by the County, in addition to the costs of the improvements, shall be a proper charge against the security and/or Subdivider.

- 20. In the event it becomes necessary for either party to bring an action with respect to enforcement of the provisions of this Agreement, or the security therefor, the prevailing party in such action shall be awarded a reasonable attorney's fee, as may be determined by the court.
- 21. This Agreement shall be binding upon all the heirs, successors, and assigns of either party, and the same shall be recorded in the office of the Recorder of Placer County upon its execution, and shall be a covenant running with the land and equitable servitude upon the parcel or parcels of real property subdivided by the map.
- 22. Each individual executing this Agreement on behalf of an entity represents and warrants to County that he is authorized to do so and to bind the entity to the obligations of this Agreement.
- 23. The parties hereto agree that the provisions of this Agreement will be construed pursuant to the laws of the State of California. Venue for all litigation relative to the formation, interpretation, and performance of this Agreement shall be in Amador County, California.

[SIGNATURES ON FOLLOWING PAGE]

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

COUNTY: County of Amador	SUBDIVIDER: Riverland Homes, Inc.
By:Chairman, Board of Supervisors	By: Tanner Judkins, CFO
ATTEST: JENNIFER BURNS, Clerk of the Board of Supervisors, Amador County, California	
By:	
APPROVED AS TO FORM: GREG GILLOTT, County Counsel	
By:	
ALL PARTY SIGNATURES ON	THIS DOCUMENT MUST BE

ACKNOWLEDGED

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California County of Sacramento

California All-Purpose Acknowledgement

On 15 Septem Dev, 2016 before me Tarah Dessem, Notary Public,
personally appeared Tenner Judkins
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.
I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.
WITNESS my hand and official seal.
TARAH DESSEM COMM. #2141722 Solom. Repires Feb 16, 2020 Signature Signature Signature
OPTIONAL INFORMATION
Although the information in the section is not required by law, it could prevent fraudulent removal and reattachment of this acknowledgment to an unauthorized document and may prove useful to persons relying on the attached document.
Description of Attached Document
The preceding Certificate of Acknowledgment is attached to a document titled/for the purpose of
subdivision improvement agreement, containing 5 pages, and dated 15 september 2016.

Exhibit A

Peterson Ranch Unit 3

Preliminary Engineers Estimate
By: Toma & Associates, Engineering & Surveying

Date:

15-Sep-16

ltem No.	Description	Units	No. Units	Unit Cost	Total
1	Mob/Demob	LS	1	\$10,000	\$10,000
2	Clear and Grub	Ac	2.5	\$4,000	\$10,000
3	Grading	CY	10,800	\$8.0	\$86,400
4	Class 2 AB	CY	660	\$90	\$59,400
5	AC	Tons	405	\$110	\$44,550
6	18" CMP	LF	319	\$35	\$11,165
7	Tie to existing water	EA	1	\$2,000	\$2,000
8	8" C-900 Waterline	LF	1535	\$50	\$76,750
9	Fire Hydrant	EA	4	\$4,000	\$16,000
10	Blowoff	EA	1	\$1,500	\$1,500
11	Services	EA	12	\$1,250	\$15,000
12	Common Driveways	LF	380	\$100	\$38,000
13	Dry Utilities	LF	1620	\$55	\$89,100
14	(including crossings) Dry utility services	EA	12	\$500	\$6,000
15	Ditching	LF	110	\$4	\$440
16	Striping & Signs	LS	1	\$2,000	\$2,000
17	Erosion Control/Cleanup	LS	1	\$8,000	\$8,000
		Contingino Constructi		Subtotal= 15%	\$476,305 \$71,446 \$547,751

agmit

AGENDA TRANSMITTAL FORM

	ard of Supervisors			Regular Agenda Consent Agenda
Date: Decemb				Blue Slip Closed Session
				Meeting Date Requested:
From: Aaron Br		Pho	one Ext. 248	01/10/17
	(Department Head - please type)	2		
Department He	ead Signature <i>k</i>	M—		
Agenda Title: <u>Pi</u> r	ne Grove Corridor Improvement Project,	\ Amendment No. 01		
Summary: (Provide See attached Dec	e detailed summary of the purpose of cember 29, 2016 memo from Aai	this item; attach addition ron Brusatori.	al page if necessary)	
* Please return er	ndorsed copies of Amendment N	lo. 1 to the attention	of Aaron Brusatori *	
			or Autori Brasitori.	
Recommendation/F	the first term of the contract	in Á. Hagi mh		
Authorize Chairm Fiscal Impacts (atta	nan to endorse three copies of Ar ach budget transfer form if appropriate	mendment No. 1	Stoffing Imports	
	A service of the serv		Staffing Impacts	
12.00				
ls a 4/5ths vote req	uired? Yes ☐ No 🔀		Contract Attached:	Yes X No N/A
Committee Review?		N/A 🗵	Resolution Attached:	Yes No N/A
Name			Ordinance Attached	Yes No N/A
Committee Recomn	nendation:		Comments:	
Request Reviewed	by:		<u> </u>	
			60	
		Councol		
Chairman	PO	Counsel	7 5	
Chairman)R		ctor Hop	
Chairman	PR L			
ChairmanC	ons: (Inter-Departmental Only, the rec	GSA Direc	agement	NAME OF THE PROPERTY OF THE PR
Chairman	ons: (Inter-Departmental Only, the rec	GSA Direc	agement	NAME OF THE PROPERTY OF THE PR
ChairmanC	ons: (Inter-Departmental Only, the rec	GSA Directory GSA Directory GSA Directory Risk Mana	agementesponsible for distribution	NAME OF THE PROPERTY OF THE PR
ChairmanCAOCI	ons: (Inter-Departmental Only, the rec	GSA Direc	agementesponsible for distribution	NAME OF THE PROPERTY OF THE PR
Chairman Auditor CAO Distribution Instruction	ons: (Inter-Departmental Only, the rec	GSA Directory GSA Directory GSA Directory Risk Mana	agementesponsible for distribution	NAME OF THE PROPERTY OF THE PR
ChairmanC	ons: (Inter-Departmental Only, the rec	GSA Direct Risk Mana puesting Department is re	agementesponsible for distribution	outside County Departments)
ChairmanChuditorCAOCOAOCOAOCOAOCOACCOACCOACCOACCOACCAOCAOCOACCAO	1/10/17	GSA Direct Risk Mana puesting Department is re	esponsible for distribution	outside County Departments)
ChairmanCAuditorCAOCAOCAOCIstribution Instruction	proved Yes No Una	GSA Direct Risk Mana ruesting Department is respond to the proof of th	esponsible for distribution	outside County Departments)
ChairmanChuditorCAOCAO	pproved Yes No Una Resolution Resolution	GSA Direct Risk Managuesting Department is response Time	esponsible for distribution ONLY	outside County Departments) Item#
ChairmanChuditorCAOCAO	proved Yes No Una Resolution Resolution Comments:	GSA Direct Risk Mana Risk	esponsible for distribution ONLY	outside County Departments) Item#
Auditor CAO Distribution Instruction Board Action: Applyes: loes losent:	pproved Yes No Una Resolution Resolution	GSA Direct Risk Mana Risk Mana Rivesting Department is responsible to the second secon	esponsible for distribution ONLY No is a true and correct copy	outside County Departments) Item # 4 Other:
Chairman Auditor CAO Distribution Instruction Meeting Date Board Action: Ap	proved YesNoUna Resolution Resolution Comments: A new ATF is required from	GSA Direct Risk Mana Risk Mana Rivesting Department is responsible to the second secon	esponsible for distribution ONLY	outside County Departments) Item # 4 Other:
Auditor CAO Distribution Instruction Board Action: Applyes: loes losent:	proved Yes No Una Resolution Resolution Comments:	GSA Direct Risk Mana Risk Mana Rivesting Department is responsible to the second secon	esponsible for distribution ONLY No is a true and correct copy	outside County Departments) Item # 4 Other:

Save



TRANSPORTATION & PUBLIC WORKS

PHONE: (209) 223-6429 FAX: (209) 223-6395 WEBSITE: <u>www.amadorgov.org</u>

EMAIL: PublicWorks@amadorgov.org

COUNTY ADMINISTRATION CENTER • 810 COURT STREET • JACKSON, CA 95642-2132

MEMORANDUM

TO:

Board of Supervisors

FROM:

Aaron Brusatori, PE

SUBJECT:

Pine Grove Corridor Improvement Project, Amendment No. 01

DATE:

December 28, 2016

A cooperative agreement between Caltrans, ACTC and Amador County for completion of the SR88 Corridor Improvement Project was approved by the Board on March 22, 2016 and received federal authorization in April 2016. This project is funded by the STIP (State Transportation Improvement Program).

In May 2016 the CTC (California Transportation Commission) made statewide changes to STIP programing in effort to balance a statewide shortfall. Arbitrary reductions were made to STIP funded projects throughout the state, including the SR88 Corridor Improvement Project.

The CTC approved an arbitrary reduction of \$881,000 to the programed right of way funding for the project. The approved Project Report included an anticipated right of way funding need of \$3,951,000 which is now programed at \$3,070,000.

Amador County does not have the means to balance any loss in STIP funding. To mitigate the potential shortfall resulting in the CTC action, ACTC has committed to providing additional funding to the ROW component, at the time of allocation, should STIP funding not be available.

Alternatives

In order for a project to be reimbursed, invoices must be processed within 12 months of federal authorization. This project received federal authorization in April 2016. Should Amendment No. 01 not be endorsed by the Board, the following may occur:

- 1. Caltrans cannot process our invoice for reimbursement, leaving Amador County unreimbursed for effort spend over the past 8 months.
- 2. Projects which do not process an invoice in the first 12 months go onto the inactive list and are at risk for federal reimbursement.

Recommendation / Request

Staff requests the Board authorize the Chairman to endorse three copies of Amendment No.01 (Funding Summary). The changes to the funding summary reflect the reduction in the STIP programing of the ROW stage from \$3,951,000 to \$3,070,000.

AMENDMENT NO. 01

FUNDING SUMMARY NO. 02

PARTNERS, in accordance with the provisions of this AGREEMENT, hereby amend this AGREEMENT by replacing FUNDING SUMMARY No. 01 in its entirety with FUNDING SUMMARY No. 02. FUNDING SUMMARY NO. 02: To remove PA&ED RIP savings from PS&E. However PS&E allocation remain the same at \$1,610,000.

		FUNDING TABLE	ABLE			v. 12
		IMPLEMENTING AGENCY → COUNTY	COUNTY	COUNTY	XIX	1
	FUNDING		DCAE	R/W	R/W	
Source	PARTNER	Fund Type	FORE	SUPPORT	CAPITAL	Totals
State	ACTC	STP/RIP	\$1,610,000	0	0	\$1,610,000
State	ACTC	STP/RIP	0	\$429,000	\$429,000 \$2,646,000	\$3,075,000
		Totals	\$1,610,000	\$429,000	\$429,000 \$2,646,000	\$4,685,000

		CPENI	SPENDING STIMMARY	TARY		v 221
	PS&E	ķE	R/W Support	npport	R/W CAPITAL	
Fund Type	CALTRANS	CALTRANS COUNTY	CALTRANS COUNTY	COUNTY	COUNTY	Totals
State Funds						
STIP/RIP	0	1,610,000	0	0	0	\$1,610,000
STIP/RIP	0	0	0	\$429,000	\$2,646,000	\$3,075,000
Totals	0	1,610,000	0	\$429,000	\$2,646,000	\$4,685,000

Invoicing and Payment

- 1. PARTNERS will invoice for funds where the SPENDING SUMMARY shows that one PARTNER provides funds for use by another PARTNER. COUNTY will pay invoices within forty-five (45) calendar days of receipt of invoice when not paying with Electronic Funds Transfer (EFT). When paying with EFT, COUNTY will pay invoices within five (5) calendar days of receipt of invoice.
- 2. If COUNTY has received EFT certification from CALTRANS then COUNTY will use the EFT mechanism and follow all EFT procedures to pay all invoices issued from COUNTY.
- 3. If an executed Program Supplement Agreement (PSA) or STIP Planning, Programming, and Monitoring (PPM) program Fund Transfer Agreement (FTA) exists for this PROJECT then COUNTY will abide by the billing and payment conditions detailed for the fund types identified in the PSA or FTA.
- 4. If CALTRANS reimburses COUNTY for any costs later determined to be unallowable, COUNTY will reimburse those funds.

Plans, Specifications, and Estimate (PS&E)

5. COUNTY will invoice CALTRANS in 12 monthly installments after execution of this AGREEMENT and forty-five (45) working days prior to the commencement of PS&E expenditures.

Right of Way Support (R/W SUPPORT)

6. COUNTY will invoice CALTRANS in 12 monthly installments after execution of this AGREEMENT and forty-five (45) working days prior to the commencement of R/W SUPPORT expenditures.

Right of Way Capital (R/W CAPITAL)

7. COUNTY will invoice CALTRANS in 12 monthly installments after execution of this AGREEMENT and forty-five (45) working days prior to the commencement of R/W CAPITAL expenditures.

Signatures

PARTNERS are empowered by California Streets and Highways Code sections 114 and 130 to enter into this AGREEMENT and have delegated to the undersigned the authority to execute this FUNDING SUMMARY on behalf of the respective agencies and covenants to have followed all the necessary legal requirements to validly execute this FUNDING SUMMARY.

Signatories may execute this FUNDING SUMMARY through individual signature pages provided that each signature is an original. This FUNDING SUMMARY is not fully executed until all original signatures are attached.

STATE OF CALIFORNIA DEPARTMENT OF TRANSPORTATION	AMADOR COUNTY
Dennis T. Agar District 10 Director	Chairman Board of Supervisors
Date	Date
	AMADOR COUNTY TRANSPORTATION COMMISSION
Sabrina A. McGlothin District Budget Manager For Darwin Salmos	Chairman-Amador County Transportation Commission
For Darwin Salmos Mut Volo HO Accounting	Date

To: <u>Board of</u> Date: <u>12/20/20</u> From: <u>James F</u>	TDA TRANSMITTAL Supervisors 16 Foley, Director rtment Head - please type)		none Ext. 625	Regular Agenda Consent Agenda Blue Slip Closed Session Meeting Date Requested: 01/10/2017
Department Head S	Signature//	wh.		
Agenda Title: Reque	est to hire for (1) position in	Social Services		
Summary: (Provide deta	tiled summary of the purpose of this	s item; attach additio	nal page if necessary)	
2017.	ll (1) Administrative Assistan			ition tentatively effective January 31,
Recommendation/Requ Authorize the reque				
A DE LOS COLORES DA SARÁ A POR A DE MARA DE CARA	udget transfer form if appropriate)		Staffing Impacts	
Budgeted				
ls a 4/5ths vote required	d? Yes No No		Contract Attached: Resolution Attached:	Yes No No N/A Yes No N/A
Committee Review? Name		N/A 📝	Ordinance Attached	O Yes O No O N/A
Committee Recommend	dation:		Comments:	
Request Reviewed by:			41.	
Chairman		Counse	1 <u> </u>	
Auditor 2018	2	GSA D	rector Hof	
CAO CO		Risk M	anagement	
Distribution Instruction	s: (Inter-Denartmental Only, the re	guesting Departmer	nt is responsible for distric	ution outside County Departments)
	ATF to Marcia at Social Ser			
		FOR CLERK US		
Meeting Date 🔥 🖊		Time	JE UNLT	Item#
<u> </u>	0/11			<u>'1a</u>
Board Action: Appr	 	animous Vote: Yes_	No	
Ayes:	Resolution	0.00		Other:
Noes	Resolution	Ordinan	ce	
Absent:	Comments:			C. A. C. VALL and palent into the official
Distributed on	A new ATF is required from		this is a true and correct co Amador County Board of Su	py of action(s) taken and entered into the official pervisors.
Completed by	Department For meeting	ATTEST:	or Deputy Board Clerk	

Save

Print Form

Job Description

Detailed information on the job that you specified is provided below. If the 'Interest' link is active, you may submit an interest card for this position if desired.

I Sale Carp Back

Job Class Title Office Assistant I

Performs a variety of general or specialized clerical duties related to filing, reception, form processing, record maintenance, mail, typing or data entry; obtains and compares information related to department records, programs, and services; may perform the initial applicant screening as an incidental function the Department's automated system; and performs related work as required.

General Description

Working under close supervision, Office Assistant I is the entry/trainee level in the Office Assistant series. Employees in this class receive inservice training and are given detailed instructions in the performance of routine clerical duties related to filing, reception, form processing, record maintenance, mail, and typing or data entry and performs tasks that are more structured and repetitive than those assigned to level II. As requisite skills and knowledge are developed, greater independence and the full scope of responsibility are exercised. Unless a position is permanently allocated to level I due to the nature of the work, employees are expected to promote to the Office Assistant II level after one year of satisfactory performance at the trainee level.

Experience and/or training in an office setting, paid or unpaid, related to filing, reception, processing mail, typing, data entry, answering telephones, assisting the public or other office support duties.

Minimum Qualifications

SPECIAL REQUIREMENT

Some positions may require the ability to type at a net corrected speed of 45 words per minute.

Some positions may require possession of special language and culture skills as a bona fide qualifications standard. In these cases, candidates must demonstrate that they possess the required skills.

Desired Qualifications

Typical Duties:

Duties may include, but are not limited to, the following. For Office Assistant I, duties are performed at the trainee level.

Assists the public in person or by phone.

Answers inquiries related to department services, programs, and operations.

Obtains information, resolves discrepancies or errors, disperses relevant information, or refers client to the appropriate personnel or location; explains the proper use of forms and documents.

Screens and distributes incoming mail and sends out informational materials and letters.

Screens and routes telephone calls.

Schedules appointments.

Produces notices, reports, letters, legal documents, fiscal, or statistical information

Processes, maintains, and prepares forms, records, reports, and control logs.

Maintains department files.

Researches and assembles information.

Verifies that information or data is complete, accurate, and consistent.

Identifies and corrects deletions or errors.

Updates and deletes information.

Work Performed

May operate automated systems where the routines and procedures require limited interpretation and application development within preestablished guidelines and structure.

Verifies data on source documents and edits for conformance to specifications.

Accesses and updates records.

Produces statistical, data processing, and production related reports. May perform initial application screening function on an incidental basis.

Performs related duties as assigned.

Employment Standards

Knowledge of:

Note: The level and scope of the knowledge and skills listed below are related to job duties as distinguished between the two levels in the Definition section.

Modern office practices, methods, procedures, and automated systems. General goals and purpose of the Department's programs.

English grammar, vocabulary, spelling, and punctuation.

Filing systems.

Common word processing, spreadsheet, and database software packages.

Ability to:

Answer a variety of questions related to department programs and processes.

Exercise sound judgment when initiating processes, actions, and alternatives within

established procedures and regulations.

Enter data accurately into automated system.

Communicate effectively verbally and in writing with individuals from diverse socio-economic and cultural backgrounds.

Establish and maintain effective working relationships.

Locate, identify, and correct inaccurate or incomplete information.

Follow written and oral directions and instructions.

Other Information Some positions in this classification may require possession of a valid California driver's license. Employees who drive on County business to carry out job-related duties must possess a valid California driver's license for the class of vehicle driven and meet automobile insurability requirements of the County. Eligibility for employment for those who do not meet this requirement due to disability will be reviewed on a case-by-case basis by the appointing authority.

REQ ID	County	Department	Agency Title	Who May Apply	Application Deadline	"Apply Now" will be active on the dates below
520676	Tehama	Department of Social Services	Office Assistant I/II - Spanish Bilingual	Public	6/27/2014 5:00:00 PM	From 5/28/14 to 6/27/14 at 5 PM
520678	Tehama	Department of Social Services	Office Assistant I - Limited Term	Public	7/8/2014 5:00:00 PM	From 6/24/14 to 7/8/14 at 5pm

Job Description

Control of the Control

Detailed information on the job that you specified is provided below. If the 'Interest' link is active, you may submit an interest card for this position if desired.

Job Class Title

Office Assistant II

Performs a variety of general or specialized clerical duties related to filing, reception, form processing, record maintenance, mail, typing or data entry; obtains and compares information related to department records, programs, and services; may perform the initial applicant screening as an incidental function and initiate cases through the department's automated system; and performs related work as required.

Working under general supervision, Office Assistant II is the journey level in the Office Assistant series. Employees at this level are expected to be fully qualified and able to perform difficult and responsible office support work within the framework of established work methods and procedures and to use independent judgment in selecting and applying specific references, procedures, sequences, and alternatives to different work situations, referring non-procedural questions to the supervisor. Positions in this class are flexibly staffed and are normally filled by advancement from the lower level of Office Assistant I, or if filled from the outside, require prior related experience.

General Description

The Office Assistant II differs from the Office Assistant III by the level of supervision received, the scope and effect of functions performed, the degree of independence exercised, and the complexity of work assigned. The Office Assistant III may also be assigned lead worker duties, or screening duties on a consistent rather than incidental basis. The Office Assistant series differs from the Account Clerk series in that the primary duties of the Account Clerk involve the application of mathematical skill and ability in the use of financial, numerical and statistical data and information. The Office Assistant class performs a wide variety of general office support duties in which the use of mathematical ability is incidental to the primary function and most frequently performed duties.

One (1) year of full-time experience performing clerical duties in an office environment.

SPECIAL REQUIREMENT

Minimum Some positions may require the ability to type at a net corrected speed of 45 words per Qualifications minute.

Some positions may require possession of special language and culture skills as a bona fide qualifications standard. In these cases, candidates must demonstrate that they possess the required skills.

Desired Qualifications

TYPICAL DUTIES

Duties may include, but are not limited to, the following. For Office Assistant I, duties are performed at the trainee level.

- · Addresses complaints and explains regulations to customers or the public.
- Responds to inquiries regarding departmental functions, services, policies, and procedures.
- Obtains information from customers, visitors, or callers to determine appropriate resource, action, document, or staff referral to meet their needs.
- · Explains the proper use of forms and documents.
- · Prepares items for mailing and sorts and distributes incoming mail according to established guidelines and procedures.
- · Operates multiline telephone system including answering calls, transferring calls, and taking messages.
- Schedules customer appointments and maintains schedules for technical or professional staff.
- · Composes correspondence, reports, memos, and other documents.
- · Reviews and processes forms/documents in accordance with established guidelines and procedures.
- · Monitors and updates manual or electronic files.
- · Operates a variety of standard office equipment.
- · Compiles information to respond to questions or address issues.
- Reviews submitted forms or applications to verify accuracy and completeness.
- · Operates automated systems, or other department-specific computer systems.

Work Performed

- · Maintains accurate department and customer records.
- · Performs initial screening of applications for departmental services.
- · Performs related duties as assigned.

EMPLOYMENT STANDARDS

Note: The level and scope of the knowledge and skills listed below are related to job duties as distinguished between the two levels in the Definition section.

Knowledge of:

- General office functions, procedures, equipment, and filing systems.
- · General goals and purposes of department programs, services, and operations.
- · English grammar, spelling, and punctuation.
- · Word processing, spreadsheet, database, email, calendaring programs, and automated systems.

Ability to:

- · Explain policies, procedures, and regulations governing program operations.
- Analyze situations involving rules and regulations and demonstrate good judgment when making decisions.
- · Quickly and accurately enter and retrieve data using an automated system.

Communicate effectively orally and in writing.

- · Interact with individuals from various educational, socioeconomic, and ethnic backgrounds.
- · Work cooperatively as part of a team.
- · Identify and correct inaccurate or inconsistent information.
- · Listen attentively and understand oral information provided.
- · Prioritize, plan, and organize one's own work.

Some positions in this classification may require possession of a valid California driver's license. Employees who drive on County business to carry out job-related

Other

duties must possess a valid California driver's license for the class of vehicle driven and Information meet automobile insurability requirements of the County. Eligibility for employment for those who do not meet this requirement due to disability will be reviewed on a caseby-case basis by the appointing authority.

REQ ID	County	Department	Agency Title	Who May Apply	Application Deadline	"Apply Now" will be active on the dates below	
08C101	Del Norte	Department of Child Support Services	Office Assistant II	Public	08/21/2015 5:00:00 PM	From 7/31/15 to 8/21/15 at 5PM	
170798	Lake	Department of Social Services	Office Assistant II	Public - Open Until Filled		Open Until Filled	
231515	Mendocino	Health & Human Services Agency	Office Assistant II	Public	09/01/2015 5:00:00 PM	From 8/18/15 to 9/1/15 at 5PM	2
		Department_	Office	Current or		View the job bulletin for	-
TR- 09C- 007	El Dorado	of Child Support Services	Assistant II - Transfer & Reinstatement	Previous DSS or CSS	09/29/2015 5:00:00 PM	eligibility requirements before registering interest for this position.	