Submitting Department: General Services Administration Meeting Date: January 9, 2018

SUBJECT

General Services Administration: Increase to library literacy budget

Recommendation:

Approve the budget increase.

4/5 vote required:

No

Distribution Instructions:

Chuck Iley, CAO, Auditor-Controller

ATTACHMENTS

- ATF library literacy budget increase 16-17 Memo
- Budget Transfer Request Form

GENERAL SERVICES ADMINISTRATION

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

PHONE: (209) 223-6744 FAX: (209) 223-0749 E-MAIL: jhopkins@amadorgov.org



SUMMARY MEMORANDUM

TO: Board of Supervisors

FROM: Jon Hopkins, GSA Director

DATE: December 21, 2017

SUBJECT: Increase to library literacy budget

Background: The library literacy program receives annual funding from the state library for the provision of literacy services. Funding varies from year to year. The funding is based on the number of literacy program participants (learners), county FTE commitment and state library base rate. The library received \$18,000, \$10,900 was already accounted for in the budget which leaves an increase of \$7,100 to the library literacy budget - line item 6200/52425.

Subject or Key Issue: Increase to Library Literacy Budget of \$7,100.

Analysis: This is funding from the State Library that the County has been receiving since the early 1990's, as long as the County continues to have a literacy program. This program is extremely important as the funding enables library literacy staff and volunteers to continue assisting people with improving their reading, writing, digital literacy, career resource skills, etc.

Alternatives: N/A

Fiscal or Staffing Impacts: Increase to Library Literacy Budget of \$7,100

4/5ths vote: N/A

Recommendation(s): Approve the budget increase.

c: Chuck Iley, CAO file

127

DATE: _						
REQUESTE			DEI	PARTMENT: _		
		ATIVE OFFICER:				
APPROVE	D BY BOARD OF	SUPERVISORS:			DATE:	
APPROVE	D BY AUDITOR/C	ONTROLLER:			DATE:	
	BUDGET APP	PROPRIATIONS			RNAL ENTRY	
EPARTMENT	ACCOUNT	INCREASE	DECREASE	FUND#	REVENUE #	DECREASE\$
REASON	FOR THE REQU	JEST:				

PLEASE NOTE:

TRANSFERS BETWEEN OBJECTS - SALARIES & BENEFITS TO SERVICES & SUPPLIES

BOARD OF SUPERVISORS APPROVAL

 ${\tt TRANSFER} \ {\tt WITHIN} \ {\tt OBJECTS} \ {\tt -OFFICE} \ {\tt EXPENSE} \ {\tt TO} \ {\tt TRAVEL} \ {\tt -COUNTY} \ {\tt ADMINISTRATOR} \ {\tt APPROVAL}$

FIXED ASSETS - BOARD OF SUPERVISORS APPROVAL

128

Submitting Department: Sheriff Meeting Date: January 9, 2018

SUBJECT

Sheriff's Office: Budget Modification - The Department of Boating and Waterways approved a grant to the Amador County Sheriff's Office in the amount of \$12,863.00 for the purchase of side scan sonar support equipment and training aids. The grant was approved by the Board of Supervisors and signed by Chairman Forster on 10/10/2017. We are requesting to increase the projected revenue and expenditure lines equally to facilitate the approved purchases.

Recommendation:

Approve budget modification

4/5 vote required:

No

Distribution Instructions:

Auditor

ATTACHMENTS

• Budget Transfer Request - DBAW.pdf

DATE: _						
REQUESTE			DEI	PARTMENT: _		
APPROVE	D BY ADMINISTR	ATIVE OFFICER:			DATE:	
APPROVE	D BY ADMINISTR	ATIVE COMMITTEE	Ē:		DATE:	
APPROVE	D BY BOARD OF	SUPERVISORS:			DATE:	
APPROVE	D BY AUDITOR/C	ONTROLLER:			DATE:	
	DUDGET ADE	PROPRIATIONS			RNAL ENTRY	
DEPARTMENT	ACCOUNT	INCREASE	DECREASE	FUND#	REVENUE #	DECREASE\$
REASON I	FOR THE REQU	JEST:				

PLEASE NOTE:

TRANSFERS BETWEEN OBJECTS - SALARIES & BENEFITS TO SERVICES & SUPPLIES

BOARD OF SUPERVISORS APPROVAL

 ${\tt TRANSFER} \ {\tt WITHIN} \ {\tt OBJECTS} \ {\tt -OFFICE} \ {\tt EXPENSE} \ {\tt TO} \ {\tt TRAVEL} \ {\tt -COUNTY} \ {\tt ADMINISTRATOR} \ {\tt APPROVAL}$

FIXED ASSETS - BOARD OF SUPERVISORS APPROVAL

130

Submitting Department: Assessor Meeting Date: January 9, 2018

SUBJECT

Assessor: Secured Roll Corrections

Request for approval of roll corrections value being decreased over \$150,000

Recommendation:

Approve

4/5 vote required:

No

Distribution Instructions:

Assessor

ATTACHMENTS

• Roll Corrections.pdf

County of AMADOR ASSESSOR ROLL CORRECTION

Asmt Tax Year 990 036-134-000 2015	R/C# Roll Type A0550 C	Fee Parcel 026-182-003-000	Originating Asmt 026-182-003-000	-rom TRA New TRA 052-029 052-029
R&T 1 75.54 R	ST 2 N Tax	olf Asmt Only Y Value His	tory T	exability Code 000
Roll Value		To Net	Supl Info	
Land 250,000 Structure 343,000 Growing	152,200 197,439 287,300 114,820	99.639 N 10 % PP Ponaity 59.120 N Restricted N Timber Preserve	Event From/ Apr 6, 2015	Thru Dates Apr 06, 2015
PP MH Fixtures R/P		N 5151 Interest N 506 Interest	Ownership Fro	Jun 30, 16
Fixtures Personal Property HOX				om/Thru Dates rom 2 Thru
Other Exemptions				
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Situs 34096 YARROW PL KIRKWOOD CA		Appraiser Indials Supv Appr	Ashil Cle	rk mitals Date
Bill CHANGE IN OWNERSH Comments	HP ADJUSTMENT	Chief,Apprinitials	Off N	gr <u>Initals Date</u>
Assessor (G)(G) Tyry	MC// Auditor Signature	Date	County Counsel Signature	

County of AMADOR ASSESSOR ROLL CORRECTION

127 EUROLI - CUSA GREAU - Pares als

Asmt 991 036 134 00	7ax Year 0 2016	R/C # A0551	Roll Typ		Fee Parcet 026-182-003-000		ating Asmt 12-003-000	From TRA 052-029	New TRA 052-029
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Other Exemptions	Net Change	-153,500 g	Supl Change	-163,600	faxBill Days R/C Date	355		FRIC Wks C	
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Assessor Sanai	MONTEUR.	18/15/17	Auditor Signatur		Delte	Cou	nty Counsel Signs	digres.	Date

County of AMADOR ASSESSOR ROLL CORRECTION

12/i ursi 1 Gillai delen Mese e sir

Asmt 026-182-003-000	Tax Year 2017	R/C# Roll Ty A0552 S	рв <u> </u>		riginating Asmt 6-182-003-000		v TRA 2.029
R&T 1 . 75.	54 R&T 2	N The second second	Taxcoll Asmit Only	Y Value History		Taxability Code:	190
	Roll Value New Val		Sup To Net		Supl Info		
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Grawing	349,960 293.	une	<u> </u>	N Restricted Timber Preserve			
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Fixtures Personal Property					506/5151	From Thru Dates	
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	S YARROW PL WOOD CA			биру Аррг	Asmt)		
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Zomments.				Chief Appr Inttels	Date	f Migr Initials	Date
Assessor (Au)	2 8 500 mg 19/15/16	Z Auditor Signati	ure	Date	County Counsel Signate	ure D	ale

Submitting Department: Board of Supervisors Meeting Date: January 9, 2018

SUBJECT

Board of Supervisors: Updated Resolution declaring a Local State of Emergency in Amador County due to Pervasive Tree Mortality reflecting the increase in the number of trees that have died. (Original resolution adopted on February 23, 2016 and updated on September 13, 2016 and February 28, 2017.)

Recommendation:

Adopt updated Resolution (Original resolution adopted on February 23, 2016 and updated on September 13, 2016 and February 28, 2017.)

4/5 vote required:

No

Distribution Instructions:

File

ATTACHMENTS

• LocalEmergency Tree Mortality resol.doc

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

IN THE MATTER OF:

RESOLUTION DECLARING LOCAL STATE
OF EMERGENCY IN AMADOR COUNTY
DUE TO PERVASIVE TREE MORTALITY

RESOLUTION NO. 18-xxx

WHEREAS, 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; and

WHEREAS, California Government Code Section 8630 empowers the Board of Supervisors to proclaim the existence or threatened existence of extreme peril to the safety of persons and property and are or are likely to be beyond the control of the services, personnel, equipment, and facilities of this County; and

WHEREAS, On January 17, 2014, Governor Brown proclaimed a Drought State of Emergency as the State is experiencing the most severe drought in history with four years of below average rain and snow; and

WHEREAS, On December 14, 2015, California Department of Forestry and Fire Protection issued a news release stating "even with recent rains it will likely take years to slow down the massive tree mortality and bark beetle infestation"; and

WHEREAS, The latest aerial survey estimated that over 129 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; and

WHEREAS, Tree mortality from bark beetle infestation and drought has accelerated over the past few years in Amador County; and

WHEREAS, On July 31, 2015, Governor Brown proclaimed a State of emergency due to a series of wildfires statewide citing drought conditions which have increased the State's risk of wildfires and caused millions of trees to die; and

WHEREAS, Beginning on September 9, 2015 the Butte Fire in Amador and Calaveras County destroyed 921 structures including; 549 homes, 368 outbuildings, and 4 commercial properties, caused power loss to thousands of homes and business, and thousands of families to evacuate their homes, all resulting in part from dead and dying trees caused by drought conditions; and

WHEREAS, Unless the risks posed by dead, dying and diseased trees are immediately abated, there will remain a significantly increased risk to life and property, and interruption of essential services; and

WHEREAS, The magnitude of the Butte Fire tree mortality and the pervasive tree mortality in other parts of the County represents a threat that is beyond the capacity of the County (public and private)

(RESOLUTION NO. 18-xxx) (01/09/18)

services, personnel, equipment and facilities and requires coordination and assistance from State and Federal agencies.

THEREFORE, BE IT HEREBY RESOLVED that the Amador County Board of Supervisors do hereby find that the aforesaid conditions of extreme peril warrant and necessitate the proclamation of a local emergency in Amador County and imminent threat of disaster as the result of tree mortality.

BE IT FURTHER RESOLVED that the Amador County Board of Supervisors does hereby 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.

BE IT FURTHER RESOLVED that the County of Amador requests the State of California include Amador County in the list of Priority Counties within the California Tree Mortality Task Force.

BE IT FURTHER RESOLVED that the County of Amador requests 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.

BE IT FURTHER RESOLVED that the County of Amador requests the state of California to waive or expedite regulations, permits and permit fees that may hinder response and recovery efforts, make available assistance under the California Disaster Assistance Act or any other state funding, and to expedite access to federal resources and any other appropriate federal disaster relief programs.

BE IT FURTHER RESOLVED that said local State of Emergency shall be deemed to continue to exist until its termination is proclaimed by the Board of Supervisors of Amador, State of California.

The foregoing resolution was duly passed and adopted by the Board of Supervisors in the County of Amador at a regular meeting thereof, held on the 9th day of January 2018, by the following vote:

	AYES:	Lynn A. Morgan, Brian Oneto, Patrick Crew, Richard M. Forster, Frank U. Axe
	NOES:	None
	ABSENT:	
		Lynn A. Morgan, Chairman, Board of Supervisors
ATTES	T.	
	FER BURNS, C	lerk of the
	of Supervisors, A	Amador County,

(RESOLUTION NO. 18-xxx) (01/09/18)

Deputy

Submitting Department: Building Meeting Date: January 9, 2018

SUBJECT

Building Department-Agreement to Limit Use of Agricultural Structure for Dennis J. Corelis and Jeanlaurie Ainsworth

Recommendation:

Adopt the resolution and authorize the Chairman to sign the "Agreement to Limit Uses of Agricultural Structure"

4/5 vote required:

No

Distribution Instructions:

once Agreement is signed, return to Building Department with certified Resolution and Acknowledgement of the Chairman's signature

ATTACHMENTS

- Agreement.Notarized-Corelis.Ainsworth.pdf
- Resolution-Corelis.Ainsworth.docx

RECORDING REQUESTED BY AND WHEN RECORDED MAIL TO:

Amador County Building Department 810 Court Street Jackson, CA 95642

APN: 021-050-060-000

Site Address: 20210 Fiddletown Road, Fiddletown Agricultural Building Permit Exemption No.:AG01053

SPACE ABOVE THIS LINE FOR RECORDER'S USE ONLY

AGREEMENT TO LIMIT USES OF AGRICULTURAL STRUCTURE

This Agreement is entered into as of January 9, 2018 by and between the COUNTY OF AMADOR, a political subdivision of the State of California (the "County") and Dennis J. Corelis and Jeanlaurie Ainsworth, Trustees of the Dennis J. Corelis and Jeanlaurie Ainsworth Family Revocable Trust Established April 14, 2006, ("Owner").

RECITALS

A. Owner owns certain real property (the "Property") situated in the unincorporated area of the County of Amador, State of California, described as follows:

PARCEL OF LAND CONVEYED FROM THOMAS W. PATTEN AND LACY M. PATTEN TO DENNIS J. CORELIS AND JEANLAURIE AINSWORTH WITHIN THE NE ¼ OF SECTION 3, T.7 N., R.12 E., M.D.B.M. AMADOR COUNTY, CALIFORNIA.; PARCEL IS MORE PARTICULARLY DESCRIBED AS FOLLOWS, LOT 3 OF SECTION 3 T.7 N., R.12 E., M.D.B.M.

Owner desires to construct an agricultural structure on the Property and has applied for an Agricultural Building Permit Exemption.

- B. Owner understands and agrees that the exempted agricultural structure can only be used as provided in Amador County Code Chapter 15.04 and that any violation of the conditions under which the Agricultural Building Permit was granted may void the exemption.
- C. As a condition of issuance of the Agricultural Building Permit Exemption, the County requires that the restrictions on the use of the structure and all further obligations of Owner set forth in this Agreement run with the land and be made a matter of public record so that any future purchasers of the property will be made aware of them.
- D. Owner is aware and agrees that this agreement will be recorded in the Amador County Recorder's Office.

NOW, THEREFORE, the parties agree as follows:

 Recitals. The parties acknowledge the truth of the recitals set forth above, which are incorporated into this Agreement. 2. Restriction on Use of Agricultural Structure. Owner agrees that in no event shall the exempted agricultural structure be used for any purpose other than to house farm implements, hay, grain, poultry, livestock or horticultural products. The structure shall not be a place of human habitation or a place of employment where agricultural products are processed, treated, or packaged. Employees may only enter the structure on an occasional basis to store or remove equipment or otherwise perform tasks of a limited duration that require infrequent access to the structure. The structure shall not be a place used by the public.

3. Additional Obligations of Owner.

- 3.1 Owner understands and agrees that despite an exemption from obtaining a permit, the exempted agricultural structure shall be constructed in compliance with Chapter 15.04 of the Amador County Code, and all other applicable laws of Amador County, the State of California and any federal laws that may apply.
- 3.2 Owner understands and agrees that any violation of this Agreement or other condition under which the Agricultural Building Permit Exemption was granted may, at the County's sole discretion, void the exemption.
- 3.3 Owner acknowledges that if the Agricultural Building Permit Exemption becomes void, Owner shall be required to remove the structure or fully permit the structure (building permit application, plan check, inspection process, etc.) and pay all fees then in effect.
- 3.4 Owner agrees to indemnify the County of Amador and its agents, officers and employees from any claim, action or proceeding against the County or its agents, officers and employees arising from performance or non performance of its obligations under this Agreement.
- 4. County's Remedies Upon Default. Owner acknowledges that any violation of this
 Agreement shall constitute a public nuisance. Upon any violation of this Agreement, the County may
 pursue any remedies provided by statute or ordinance. In addition to all other remedies provided by law,
 Owner further agrees that the County or any governmental entity having jurisdiction may obtain
 immediate injunctive relief against any use of the agricultural structure that is inconsistent with this
 Agreement.
- 5. Covenant Running with the Land. Owner agrees that the restrictions and obligations of Owner set forth in this Agreement shall be perpetual and run with the land, binding future owners of the Property, unless and until the exempted agricultural structure is either (i) removed from the property, or (ii) fully permitted by the County.
- No Waiver of Remedies. Failure to exercise any remedy provided for in this Agreement shall not, under any circumstances, be construed as a waiver of the remedy.

COUNTY:	OWNER:
BY:	BY: Dennis J. Corelis, Trustee
Richard M. Forster Chairman, Board of Supervisors	BY: Jeanlaurie Ainsworth, Trustee
APPROVED AS TO FORM: GREGORY GILLOTT, AMADOR COUNTY COUNSEL	ATTEST: JENNIFER BURNS, CLERK OF THE BOARD OF SUPERVISORS
BY:	BY:

[PARTY SIGNATURES MUST BE ACKNOWLEDGED]

Entire Agreement. This Agreement contains the entire agreement of the parties

respecting its subject matter, and supersedes any and all prior discussions, representations, and oral or

7.

written agreements, if any, between the parties.

ACKNOWLEDGMENT

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	AMADOR	

On DECEMBER 29, 2017

before me. TANYA JO KARR, NOTARY PUBLIC

(insert name and title of the officer)

personally appeared DENNIS J. CORELIS AND JEANLAURIE AINSWORTH

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

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

WITNESS my hand and official seal.

Signature

(Seal)

When recorded send to: BUILDING DEPARTMENT

	THE BOARD OF SUPERVI OF AMADOR, STATE OF	
IN THE MATTER OF:		
RESOLUTION AUTHORIZING RECO AGREEMENT TO LIMIT USES OF AC STRUCTURE – DENNIS J. CORELIS A AINSWORTH, TRUSTEES OF THE DE JEANLAURIE AINSWORTH FAMILY	GRICULTURAL AND JEANLAURIE ENNIS J. CORELIS AND) RESOLUTION NO. 17-xxxx))
	vner") desires to construct an	stees of the Dennis J. Corelis and Jeanlaurie agricultural structure on his/her/their Property
WHEREAS, Owner has applied conditions of the Application for the Perr		n and has complied satisfactorily with all other
		structure for Permit #AG01053 is required by Board of Supervisors at their January 9, 2018
	Chapter 15.04.040 and that a	ted agricultural structure can only be used as ny violation of the conditions under which the
said Board does hereby approve the Agre #AG01053 by and between the County of	ement to limit uses of an exe f Amador and Dennis J. Core th Family Revocable Trust, o	of Supervisors of the County of Amador that mpt agricultural structure for Building Permit lis and Jeanlaurie Ainsworth, Trustees of the on the terms and conditions contained therein
BE IT FURTHER RESOLVED said Agreement on behalf of the County of		soard is hereby authorized to sign and execute
The foregoing resolution was du at a regular meeting thereof, held on the		Board of Supervisors of the County of Amador ne following vote:
AYES:		
NOES:		
ABSENT:		
-	Richard M. Forster Chairman, Board of Su	pervisors
ATTEST:		
JENNIFER BURNS, Clerk of the Board of Supervisors, Amador Count	y, California	
R_{V^*}		

(Resolution No. 17-xxx) 01/09/2018

143

Submitting Department: Social Services Meeting Date: January 9, 2018

SUBJECT

Social Services: Resolution Authorizing the Destruction of Inactive Child Welfare Records from January 1, 1998 through December 31, 1998.

Recommendation:

Adopt Resolution

4/5 vote required:

Yes

Distribution Instructions:

Copy of Approval to Marcia at Social Services.

ATTACHMENTS

• RESOLUTION - CPS - 01-09-2018.docx

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

IN THE MATT	ER OF:			
	AUTHORIZING DESTF SOCIAL SERVICES ΓRECORDS	RUCTION)))	RESOLUTION NO.
California, that of the following	pursuant to Government (grinactive case records in t	Code, said I	Board d nent of S	the County of Amador, State of oes hereby authorize the destruction Social Services: 8, through December 31, 1998.
The fore	egoing resolution was duly	y passed an	d adopte	ed by the Board of Supervisors of the day of January, 2018, by the
AYES:				
NOES:				
ABSEN	T:			
	Richard M. Forster, Chairn Board of Supervisors	man		
ATTEST:				
	RNS, Clerk of the visors, Amador County,			

Submitting Department: Surveyor Meeting Date: January 9, 2018

SUBJECT

Surveying Dept.: Public Hearing date for a Certificate of Merger and an abandonment of a ten foot (10') wide public utility easement. and a Resolution of Intent to Vacate. The property is located on the southerly side of Meadow Drive, approximately 400 feet westerly of the junction with Mira Vista Court, in the Mace Meadows area. Assessor Parcel No.'s 23-480-010 and 23-480-011.

Recommendation:

Adopt the Resolution of Intent to Vacate, set the Public Hearing date, and send out the "Notices".

4/5 vote required:

No

Distribution Instructions:

Set public hearing date, send out the Notices, return a copy of the Notice and 2 copies of the resolution to Surveying, one set certified.

ATTACHMENTS

• Butler resolution packet.pdf



SURVEYING DEPARTMENT

COUNTY ADMINISTRATION CENTER

810 Court Street Jackson, CA 95642-2132 Telephone: (209) 223-6371

December 19, 2017

TO:

The Honorable Board of Supervisors

FROM:

Steven A. Zanetta, County Surveyor

SUBJECT: RICHARD D. BUTLER AND STACEY VIDAL-BUTLER

Dear Board Members:

The subject item is a request to set the Public Hearing date for a Certificate of Merger and an abandonment of a ten foot (10') wide public utility easement. It is also a request for approval of a Resolution of Intent to Vacate. The property is located on the southerly side of Meadow Drive, approximately 400 feet westerly of the junction with Mira Vista Court, in the Mace Meadows area. Assessor Parcel No.'s 23-480-010 and 23-480-011.

RECOMMENDATION:

Please adopt the Resolution of Intent to Vacate, set the Public Hearing date, send out the "Notices", and return one copy of the Notice to Surveying.

c.c. Files

SAZ/kg



SURVEYING DEPARTMENT

COUNTY ADMINISTRATION CENTER

810 Court Street Jackson, CA 95642-2132 Telephone: (209) 223-6371

NOTICE OF PUBLIC HEARING

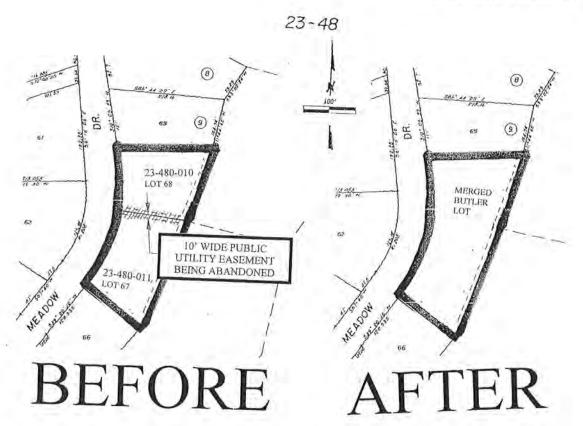
Notice is hereby given that the Board of Supervisors of the County of Amador, State of California, has received a request for an abandonment of a ten-foot (10') wide public utility easement, the centerline of said easement being along the line common to said Lots 67 and 68, and a Certificate of Merger from Richard D. Butler and Stacey Vidal-Butler. The merger consists of merging Lots 67 and 68, as said lots are shown and delineated on the map of "Mace Meadows Unit No. 4" on file for record in Book 2 of Subdivision Maps, at pages 58 through 64, Records of Amador County, California. The Property is located on the southerly side of Meadow Drive, approximately 400 feet westerly of the junction with Mira Vista Court, in the Mace Meadows area. Assessor Parcel No.'s 23-480-010 and 23-480-011.

A Public Hearing to consider said Certificate of Merger will be held at the County Administration Building, 810 Court Street, Jackson, California 95642, on , at or as soon thereafter as the matter may be heard, at which time any and all interested persons may come and be heard thereon.

If you have any questions, or desire further information, please contact Surveying & Engineering (209) 223-6371.

AMADOR COUNTY BOARD OF SUPERVISORS

BUTLET MERGER AND EASEMEN'T ABANDONMENT



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 OF INTENTION TO VACATE A PUBLIC UTILITY EASEMENT FOR RICHARD D. BUTLER AND STACEY VIDAL-BUTLER AND SCHEDULING OF PUBLIC HEARING FOR SAME

RESOLUTION NO. 18-xxx

BE IT RESOLVED by the Board of Supervisors of the County of Amador, State of California, that said Board hereby declares its intention to vacate a ten-foot (10°) wide public utility easement for Richard D. Butler and Stacey Vidal-Butler; and

BE IT FURTHER RESOLVED that said vacation is proceeding pursuant to Chapter 3 (commencing with Section 8320) of Part 3 of Division 9 of the Streets and Highway Code; and

BE IT FURTHER RESOLVED that a public hearing to consider said vacation will be held at the County Administration Center, 810 Court Street, Jackson, California, on xxxx, 2018, at xxxx m. or as soon thereafter as the matter may be heard, at which time any and all interested persons may come and be heard thereon.

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 9th day of January 2018, by the following vote:

AYES: Lynn A. Morgan, Brian Oneto, Patrick Crew, Richard M. Forster, Frank U. Axe

NOES: None

ABSENT: None

Lynn A. Morgan, Chairman, Board of Supervisors

ATTEST:

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

149

Submitting Department: Treasurer-Tax Collector Meeting Date: January 9, 2018

SUBJECT

Treasurer/Tax Collector: Annual Statement of Investment Policy

Recommendation:

Adopt proposed Resolution

4/5 vote required:

No

Distribution Instructions:

Treasurer/Tax Collector (certified copy)

ATTACHMENTS

- Memo IP.pdf
- RESOL.IP.pdf
- INVPOL2018.pdf

AMADOR COUNTY TREASURER - TAX COLLECTOR

810 COURT STREET, JACKSON, CA 95642-2132 MICHAEL E. RYAN, TREASURER-TAX COLLECTOR



TELEPHONE: (209)223-6364

FAX: (209)223-6251

MEMORANDUM

TO : AMADOR COUNTY BOARD OF SUPERVISORS

FROM: MICHAEL E. RYAN, TREASURER/TAX COLLECTOR

DATE: **DECEMBER 28, 2017**

RE: BOARD AGENDA ITEM – ANNUAL STATEMENT OF INVESTMENT

POLICY

Summary:

The annual Statement of Investment Policy for the County of Amador is submitted by the Amador County Treasurer/Tax Collector for consideration by the Board of Supervisors. The only material change to the Investment Policy, as approved by the Board on January 24, 2017, is the wording in Section XI. (Criteria for Withdrawal of Funds from the County Treasury). This change is made so as to better conform to actual practices.

Requested Board Action:

Adoption of the proposed Resolution approving the Statement of Investment Policy.

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

IN THE MATTER OF:
RESOLUTION APPROVING STATEMENT) OF INVESTMENT POLICY OF THE AMADOR) RESOLUTION NO. 18- COUNTY TREASURER-TAX COLLECTOR)
BE IT RESOLVED by the Board of Supervisors of the County of Amador, State of California, that said Board does hereby approve the Statement of Investment Policy of the Amador County Treasurer-Tax Collector, as set forth in the Attachment hereto. The foregoing Resolution was duly passed and adopted by the Board of Supervisor of the County of Amador at a regular meeting thereof, held on the 9 th day of January, 2018, by the following vote:
AYES:
NOES:
ABSENT:
Chairman, Board of Supervisors
ATTEST:
JENNIFER BURNS, Clerk of the Board of Supervisors, Amador County, California

(RESOLUTION NO. 18-)

STATEMENT OF INVESTMENT POLICY



COUNTY OF AMADOR

MICHAEL E. RYAN
TREASURER - TAX COLLECTOR

January 3, 2018

AUTHORITY AND PURPOSE

The Treasurer of Amador County (hereinafter "Treasurer" or "County Treasurer") is responsible for investing the pooled surplus and idle funds in the County Treasury. Investments shall be made in accordance with the "Prudent Investor Standard", as set forth in Sections 27000.3 and 53600.3 of the Government Code of the State of California. This standard provides that "when investing, reinvesting, purchasing, acquiring, exchanging, selling, or managing public funds, the County Treasurer shall act with care, skill, prudence, and diligence under the circumstances then prevailing (specifically including, but not limited to, the general economic conditions and the anticipated needs of the County and other depositors), that a prudent person acting in a like capacity and familiarity with those matters would use in the conduct of funds of a like character and with like aims, to safeguard the principal and maintain the liquidity needs of the County and the other depositors". This standard affords the County Treasurer a broad spectrum of investment opportunities as long as the investment is deemed prudent and is allowable under State of California Government Code Sections 53601 et seg. and 53635 et seg.

This Statement of Investment Policy is intended to provide written guidelines and criteria for the prudent investment of Amador County's surplus funds and idle cash, and to outline the policies for maximizing the efficiency of its cash management system.

SCOPE

This Statement of Investment Policy applies to Amador County's pooled investment fund, which encompasses all moneys under the direct control of the Treasurer. This Policy applies to the deposit, management, safekeeping, and investment of all such moneys, as well as all related activities.

PHILOSOPHY

The basic premise underlying Amador County's investment philosophy is, and will continue to be, to ensure that funds are safe and available when needed.

OBJECTIVES

The County's cash management system is designed to accurately monitor and forecast revenues and expenditures, thus enabling the Treasurer to invest funds to the fullest extent possible. The primary objectives, <u>in priority order</u>, of the County Treasury's investment activities shall be:

I. LEGAL COMPLIANCE

All investing and investment decisions shall be made in full compliance with California Government Code Sections 53601 through 53692, as well as any forthcoming amendments or additions to the California Government Code relating to the investment of local agency surplus and idle funds. Additionally,

the Treasurer may provide further restrictions and guidelines for the investment of these funds through the Statement of Investment Policy. Each transaction, and the entire investment portfolio, shall comply with the California Government Code and the Investment Policy.

II. SAFETY AND PRESERVATION OF PRINCIPAL

The safety and preservation of principal are of primary importance. Each investment transaction shall seek to ensure that capital losses are avoided whenever possible, whether they are from securities default, fraud, or adverse market conditions. Investments shall be undertaken in a manner that seeks to ensure the preservation of capital in the overall portfolio. The objective will be to mitigate credit risk and interest rate risk, as outlined below.

A. Credit Risk

Credit risk is the risk of loss due to the failure of the security issuer or backer. Credit risk may be mitigated by:

- * Limiting investments to the safest types of securities;
- * Pre-qualifying and monitoring the financial institutions, broker/dealers, and advisors with which an entity will do business; and,
- Diversifying the investment portfolio.

B. Interest Rate Risk

Interest rate (or market) risk is the risk that the market value of securities in the portfolio will fall due to changes in general interest rates. Interest rate risk may be mitigated by:

- * Structuring the investment portfolio so that securities mature to meet cash requirements for ongoing operations, thereby avoiding the need to sell securities on the open market prior to maturity; and,
- * By investing funds primarily in shorter-term securities.

III. <u>LIQUIDITY</u>

The investment portfolio shall remain sufficiently liquid to meet all reasonably anticipated cash requirements. It shall be structured in a manner which will provide that securities mature at about the same time as cash is needed. Investment decisions will take into account the fact that the maintenance of liquidity, or the ability to readily convert a security to cash with little or no loss in value, is an important investment quality, especially when the need for unexpected funds arises. Since all possible cash demands cannot be anticipated, a sufficient portion of the portfolio shall consist of securities with active secondary or resale markets, and deposits in the Local Agency Investment Fund (LAIF) or California Asset Management Program (CAMP), which have immediate withdrawal provisions.

IV. YIELD

The investment portfolio shall be designed with the objective of earning a reasonable rate of return throughout budgetary and economic cycles, consistent with safe and prudent treasury management. As codified in Section 27000.5 of the Government Code, the yield, or return on the investment, is of the least importance when compared to the safety and liquidity objectives noted above.

INVESTMENT PARAMETERS

I. <u>ELIGIBLE SECURITIES/AUTHORIZED INVESTMENTS</u>

California Government Code Sections 53601 et seq. and 53635 et seq. define eligible securities for the investment of public funds by local agencies. These statutes not only limit the types of investments that may be utilized, but also place certain restrictions on the maturity, amount, and/or quality of permitted investments. The Treasurer must adhere to these Code Sections, but may choose to set guidelines that are more restrictive than those specified in the Codes.

The Amador County Treasurer may invest in the following securities, instruments and media, subject to the stated restrictions:

- *U.S. TREASURY OBLIGATIONS: Treasury bills, notes, and bonds are backed by the full faith and credit of the United States Government. There shall be no limitation as to the percentage of the portfolio invested in this category. Maximum maturity shall be five years from the date of purchase.
- *U.S. AGENCY OBLIGATIONS: Instruments of, or issued by, a federal agency or a U.S. Government-sponsored enterprise shall be limited to a maximum of 75% of the total portfolio, with a further maximum of 35% invested with any one issuer. (These maximums shall not include or apply to Agency Discount Notes having a remaining maturity of 1 year or less.) Maximum maturity shall be five years from the date of purchase.
- *SUPRANATIONAL OBLIGATIONS: U.S. Dollar denominated senior unsecured unsubordinated obligations issued or unconditionally guaranteed by the International Bank for Reconstruction and Development, International Finance Corporation, or Inter-American Development Bank, with a maximum maturity of 5 years, and eligible for purchase and sale within the United States. Eligible investments shall be rated "AA" or better, and shall be limited to a maximum of 20% of the total portfolio.
- *LOCAL AGENCY INVESTMENT FUND (LAIF): The Local Agency Investment Fund is an investment program for local government agencies administered by the California State

Treasurer. The County may invest up to the maximum permitted by LAIF, which is currently \$50 million. There is no minimum or maximum investment period and the Treasury is able to convert its LAIF deposits to cash within 24 hours.

*CALIFORNIA ASSET MANAGEMENT PROGRAM (CAMP): The California Asset Management Program is a Joint Powers Authority which was established to provide local California governments with investment management services. The Program consists of a professionally managed money market portfolio, which offers daily liquidity and a competitive money market rate of return. Investments in CAMP shall be limited to a maximum of \$15 million.

*CALTRUST: The Investment Trust of California (CalTRUST) is a Joint Powers Authority formed by public agencies in California for the purposes of pooling and investing local public agency funds. A Board of Trustees, comprised of experienced investment officers and policy-makers of the public agency members, supervises and administers the investment program of the Trust. Investments in CalTRUST shall be limited to a maximum of \$5 million.

*CERTIFICATES OF DEPOSITS: Non-negotiable instruments evidencing a deposit for a fixed period and for a fixed rate of interest. Certificates of deposit, or time deposits, of up to current FDIC insurance levels, placed with commercial banks, savings banks, and savings and loan companies, are federally insured. Beyond that amount, CDs must be collateralized (as set forth in Item II. below) with the collateral held separately from the issuing institution. Issuing institutions must meet the qualification requirements set forth elsewhere herein. Such deposits shall be limited to a maximum of 25% of the total portfolio, with a further maximum of 5% deposited in any one institution. Maximum maturity shall be three years from the date of investment.

*BANKERS ACCEPTANCES: Bills of exchange or time drafts drawn on and accepted by a commercial bank. Bankers Acceptances shall be limited to a maximum of 25% of the total portfolio, with a further maximum of 5% with any one issuer. Maximum maturity shall be 180 days from the date of purchase.

*COMMERCIAL PAPER: Short-term unsecured promissory notes issued by various entities in order to finance short-term credit needs. Issuers of commercial paper include industrial, financial, and insurance companies, utilities, bank holding companies, and governmental agencies. Eligible commercial paper must be of "prime" quality, having the highest ranking or the highest letter and numerical rating as provided for by a nationally recognized statistical-rating organization (NRSRO). Eligible paper is further limited to issuing entities that are organized and operating in the United States as a general corporation, and having total assets in excess of \$500 million, and having an "AA" or higher rating for the issuer's debt, other than commercial paper, if any, as provided for by a nationally recognized statistical-rating organization. Commercial paper shall be limited to 25% of the total portfolio, and may not represent more than 5% of the outstanding paper of any single issuer. Maximum maturity shall be 270 days from the date of purchase. Not more than 5% of the total portfolio may be invested in the outstanding paper of any single

issuer.

*NEGOTIABLE CERTIFICATES OF DEPOSIT: Time deposit liabilities issued by a nationally or state-chartered bank, a savings association or federal association, a state or federal credit union, or by a state-licensed branch of a foreign bank, against funds deposited for a specified period of time and earning specified or variable rates of interest. NCDs are considered liquid, trading actively in the secondary market. NCDs shall be limited to a maximum of 25% of the total portfolio, with a further maximum of 5% with any one issuer. Maximum maturity shall be three years from the date of investment.

*MEDIUM TERM CORPORATE NOTES: Unsecured corporate debt obligations issued by prominent industrial and financial corporations. Eligible corporate notes must be issued by corporations organized and operating within the United State or by depository institutions licensed by the United States or any state and operating within the United States. Medium term corporate notes shall be limited to a maximum of 25% of the total portfolio, with a further maximum of 5% with any one issuer.

Eligible Notes:

- 1) Notes rated "A" or better by two or more nationally recognized rating services. Maximum maturity for these Notes shall be 3 years from the date of purchase.
- 2) Notes rated "AA" or better by two or more nationally recognized rating services. Maximum maturity for these Notes shall be 5 years from the date of purchase.

*REPURCHASE AGREEMENTS: Consists of two simultaneous transactions. When an investor enters into a repurchase agreement with a bank/dealer, the investor agrees to exchange cash for temporary control or ownership of specified securities. The bank/dealer agrees to repurchase those securities on a future date at a specified price. A repurchase agreement is essentially a loan where securities are used as collateral. Restrictions on investments in repurchase agreements shall be as specified in the Government Code. Repurchase agreements shall be limited to a maximum of 20% of the total portfolio. Maximum maturity shall be 180 days from the date of purchase.

*MUTUAL FUNDS: Shares of beneficial interest (mutual funds) issued by diversified management companies investing in securities/obligations authorized by Government Code Section 53600 et seq. and complying with Section 53630 are permitted investments. Section 53601(k) further defines requirements. A maximum of 10% of the total portfolio may be so invested.

*PASSBOOK SAVINGS ACCOUNTS/DEMAND DEPOSITS/CHECKING ACCOUNTS: Used for daily banking activities. These accounts are either insured or secured by collateral.

*INELIGIBLE INVESTMENTS: Securities and investment instruments or media not specifically described above are prohibited at this time. Additionally, the Treasurer shall not invest any funds in inverse floaters, range notes, or mortgage derived interest-only strips, nor shall the Treasurer invest any funds in any security that could result in zero interest accrual if held to maturity.

II. DOWNGRADE PROTOCAL

If securities owned by the County are downgraded by a nationally recognized rating service to a level below the quality required by this Investment Policy, it will be the County's policy to review the credit situation and the Treasurer will make a determination as to whether to sell or retain such securities in the portfolio. The Treasurer will use his/her discretion in making this determination based on the security's current maturity, the economic outlook for the issuer, and other relevant factors. The Treasurer may elect to sell a security prior to its maturity and record a capital gain or loss in order to improve the quality, liquidity, or yield of the portfolio, or in response to market conditions or risk preferences. If the decision is made to retain a downgraded security in the portfolio, its continued presence in the portfolio will be monitored by the Treasurer on a monthly basis.

III. SAFEKEEPING AND COLLATERAL/DELIVERY VS. PAYMENT

Ownership of securities shall be protected through third party safekeeping. The Treasurer shall contract with a bank or banks, or other party, for the safekeeping of securities either owned by the County as part of its investment portfolio or held as collateral for Repurchase Agreements.

All securities purchased by the County shall be held by its Safekeeping Agent or Third Party Agent in accordance with Government Code Sections 53601 and 53635; excepting, however, the collateral for Time Deposits in banks, savings banks, and savings and loans.

The collateral for Time Deposits in banks, savings banks, and savings and loans shall be held in a pooled collateral arrangement authorized by the State of California whereby any depository of the County must maintain U.S. Government or Agency Securities at 110%, or Mortgage Securities at 150%, of the par value of the County's invested funds.

With the exception of Time Deposits, security purchases shall be conducted on a delivery - vs - payment (DVP) basis. This procedure requires a simultaneous transaction for securities purchased where the County will forward funds, and the broker/dealer will deliver securities, to the Safekeeping Agent. After both the payment and the securities are received, the Safekeeping Agent forwards the securities to the County and the proceeds to the broker/dealer, thus ensuring a fulfilled trade agreement.

IV. INTERNAL CONTROLS

The Treasurer's system of internal controls is designed with the intended purpose of preventing and minimizing loss of public funds due to error, fraud or any other means. The system of internal controls that has been established contains, but is not limited to, the following features:

- 1. Separation of transaction authority from accounting and record keeping.
- 2. Custodial (Third-party) safekeeping.

- Clear delegation of authority.
- 4. Qualifications for securities brokers and dealers and for financial institutions.
- 5. Written confirmation from involved parties for investment transactions and wire transfers.
- 6. Legal compliance monitoring.

V. QUALIFICATIONS OF BROKERS/DEALERS AND FINANCIAL INSTITUTIONS

All securities transactions initiated on behalf of the County shall be executed through either: (1) government securities dealers reporting as primary dealers to the Market Reports Division of the Federal Reserve Bank of New York; (2) financial institutions that directly issue their own securities and which have an investment grade rating from at least one national rating service; or, (3) broker/dealers and financial institutions approved by the County Treasurer based on the industry reputation, financial strength, and expertise of the company and the expertise of the individuals employed.

In order to be considered for approval by the County Treasurer, a broker/dealer or financial institution must meet the following minimum requirements:

- (a) the firm must be registered with the Financial Industry Regulating Authority (FINRA) as a broker or broker/dealer;
- (b) the firm must be properly licensed/registered to deal with local agencies in California; and,
- (c) the firm must meet the minimum capital requirements of the Uniform Net Capital Rule set forth in 17 CFR s 240.15c3-1.

Depositories are to meet certain credit standards before being eligible for a certificate of deposit investment which is in excess of the federal insurance limit. Banks, savings banks and savings and loans must have a Gerry Findley, Inc. credit rating of A- or better, or a similar credit rating from a national rating service, to be eligible for such deposits.

No broker, brokerage, dealer, or securities firm will be utilized that has, within any consecutive 48- month period following January 1, 1996, made a political contribution in an amount exceeding the limitations contained in Rule G-37 of the Municipal Securities Rulemaking Board, to the Treasurer, any member of the Board of Supervisors, or any candidate for those offices.

Each qualified broker/dealer and financial institution will be sent a copy of this Policy for review.

VI. <u>COUNTY TREASURY OVERSIGHT COMMITTEE</u>

A County Treasury Oversight Committee has been established in accordance with Section 27130 et seq. of the Government Code. The Oversight Committee shall consist of up to seven (7) members: the County Treasurer/Tax Collector; the County Auditor/Controller; the County Administrative Officer; the County Superintendent of Schools, or his or her designee; and, up to three (3) other public members.

The County Treasury Oversight Committee shall:

- A. Review and monitor the Investment Policy;
- B. Annually review the investments made by the County Treasury;
- C. Cause an annual audit to be conducted to determine the County Treasury's compliance with Article 6, Chapter 5 of Division 2 of Title 3 of the Government Code; and,
- D. Meet on other matters as necessary.

By Statute, the County Treasury Oversight Committee has no authority to direct individual investment decisions, select individual investment advisors, brokers, or dealers, or to impinge on the day-to-day operations of the County Treasury.

Committee members may not accept any honoraria, gifts or gratuities from advisors, brokers, dealers, bankers, or other persons with whom the County Treasury conducts business, which are in excess of the limits imposed by State Law, or by the Fair Political Practices Commission.

VII. <u>DIVERSIFICATION</u>

Diversification by investment type, maturity, and issuer/institution are three principle areas used to control and limit losses, while enhancing the return on the overall portfolio. (Investments are further limited by specific language relating to each investment type, as set forth in Item I. of this Section).

A. <u>INVESTMENT TYPE</u>

With the exception of U.S. Government Treasury and Agency Obligations, and the Local Agency Investment Fund (LAIF), not more than 25% of the portfolio shall be invested in any single investment type at any one time.

B. MATURITY

An attempt will be made to match maturities with anticipated cash flow requirements. After cash flow needs have been satisfied, maturities shall be distributed to allow investments to mature-out in the event of market deterioration, and to allow the liquidity necessary to take advantage of market opportunities as they arise. From time to time as may be deemed appropriate, a portion of the portfolio may be invested longer-term for the purpose of capturing long-term rates. However, in no instance will a security be purchased which has a stated or potential maturity of more than five years from the date of purchase.

C. ISSUER/INSTITUTION

With the exception of U.S. Government Treasury and Agency Obligations, the Local Agency Investment Fund (LAIF), and the California Asset Management Program (CAMP), not more than 5% of the portfolio shall be invested with any single issuer/institution at any given time.

VIII. REPORTING

The Treasurer shall provide quarterly investment reports to the Board of Supervisors, the County Treasury Oversight Committee, and the County Auditor/Controller, within 30 days following the end of the quarter covered by the report. These reports shall include the following investment information as required by Section 16481.2(b) of the Government Code:

- 1. The type of investment, name of the issuer, date of maturity, par and dollar amount invested in each security, investment, and money within the Treasury;
- 2. The weighted average maturity of the investments within the Treasury;
- 3. Any funds, investments, or programs, including loans, that are under the management of contracted parties;
- 4. The market value as of the date of the report, and the source of this valuation for any security within the Treasury;
- 5. A description of the compliance with the Statement of Investment Policy;
- 6. A statement denoting the ability of the County to meet its pool's expenditure requirements for the next six months.

IX. APPORTIONMENT OF COSTS AND INTEREST

Interest earnings on the County's pooled investments shall be apportioned quarterly. Prior to the quarterly apportionment of pooled fund investment earnings, investment and banking costs incurred by the Treasurer during that quarter shall be totaled, and that total shall be deducted from the gross interest earnings of the Pool. These costs, which are authorized by Government Code Section 27013, include salaries and benefits, banking services, custodial safekeeping services, computer services, supplies, department and external overhead, as well as any other costs associated with investing, depositing, banking, auditing, reporting, or otherwise handling or managing the funds. This net interest amount shall then be apportioned to pool participants based on the average daily cash balance of funds on deposit by each participant during that quarter in the County Treasury.

X. OUTSIDE AGENCIES

The County Treasurer shall, by Code, set terms and conditions under which local agencies and other entities that are not required to deposit their funds in the County Treasury may deposit and withdraw such funds for investment purposes. Local agencies from outside the County shall not be permitted to deposit funds into the County Treasury Pool. Funds from local agencies within the County, voluntarily wishing to participate in the Pool, will not be accepted under normal conditions, unless the Treasurer is assured that

these funds are for long-term investment. Prior to the acceptance of such funds for deposit, the Treasurer shall require that a resolution be adopted by the board or governing body of the local agency, authorizing that agency to deposit excess funds into the County Treasury for the purpose of investment by the County Treasurer. Each such agency shall agree to be bound by the provisions of the Investment Policy. Deposits from outside agencies are subject to withdrawal restrictions for a set minimum term, to be agreed to prior to the funds being accepted into the Pool, and may not be withdrawn at any time without a minimum of thirty days written notice of the intent to withdraw.

Under normal conditions, voluntary money withdrawn from the Pool will be dispersed on a dollar for dollar basis, plus interest, but under adverse market conditions, when the Treasurer deems that the withdrawal would cause undue losses or significantly lower earnings for the remaining Pool participants, the Treasurer may require one or more of the following three remedies: 1) restrict the percentage of funds that may be withdrawn in any given quarter; 2) restrict the rate at which funds may be withdrawn; and, 3) require the local agency which is withdrawing its funds to accept those funds based on the current market value of the overall Pool.

Terms will be agreed to by any "voluntary " local agency, and a contract signed, before any voluntary funds will be accepted into the Treasury Pool. Specific, individual investments will not be permitted with such voluntary funds.

XI. CRITERIA FOR WITHDRAWAL OF FUNDS FROM THE COUNTY TREASURY

Pursuant to Section 27136 of the Government Code, depositors, who wish to withdraw funds from the County Treasury for the purpose of investing or depositing those funds outside the Treasury Pool, shall first submit a written request to the Treasurer. Such written request must be in the form of a Resolution adopted by the local agency's governing board requesting the withdrawal. The Resolution must be received by the Treasurer no later than two (2) weeks prior to the date the withdrawal is to take place. Prior to approving such a withdrawal, the County Treasurer shall make a finding that the proposed withdrawal will not adversely affect the interests of the other depositors in the County Treasury Pool. In no event shall funds be withdrawn which, in the sole judgment of the County Treasurer, will: 1) adversely affect the interests of the other Pool participants; and/or, 2) adversely affect the stability and predictability of the investments in the County Treasury.

XII. RISK

It is recognized that public funds are characteristically very risk averse, tolerating only low levels of risk. It is further acknowledged that conservative and risk averse approaches to investment management are likely to result in correspondingly lower portfolio yields. As stated earlier, the administration of idle and surplus public funds shall be executed with the intention of fulfilling safety and liquidity needs first, with yield being of secondary concern.

XIII. <u>LEVEL OF INVESTMENT</u>

The Treasurer strives to maintain the level of investment of all funds as near 100% as possible, through daily and projected cash flow determinations.

ETHICS AND CONFLICTS OF INTEREST

The Treasurer shall refrain from personal business activities that would conflict with the proper execution of the investment program, or which could impair his ability to make impartial business decisions. The Treasurer shall abide by The Political Reform Act of 1974 regarding disclosure of material financial interests.

AUTHORITY

I. <u>DELEGATION</u>

By adoption of this Statement of Investment Policy, the Amador County Board of Supervisors delegates to the Treasurer, the authority to invest or reinvest funds of the County, or to sell or exchange securities so purchased, for a one year period, as provided in Section 53607 of the Government Code. Pursuant to California Government Code Section 53635, the Treasurer has full responsibility to invest or to reinvest funds under the control of the Treasurer, or to sell or exchange securities so purchased.

The execution of investment transactions shall be conducted by the Treasurer. However, when circumstances warrant, the responsibility to execute investment transactions may be temporarily delegated to other Treasurer personnel, upon the express approval of the Treasurer.

II. RETENTION

The Treasurer shall retain the authority to add to, delete, or amend this Statement of Investment Policy as is necessary to facilitate the accurate and efficient transaction of business pertaining to the investment of idle and surplus public funds. The Treasurer shall promptly notify both the Board of Supervisors and the County Treasury Oversight Committee of any material change in this Statement of Investment Policy, which change will then be considered by these entities at a public meeting. The Statement of Investment Policy shall be submitted to the Board and the Oversight Committee on an annual basis for consideration at a public meeting.

MICHAEL E. RYAN Amador County Treasurer-Tax Collector

Board of Supervisors Agenda Item Report

Submitting Department: Behavioral Health Meeting Date: January 9, 2018

SUBJECT

Behavioral Health: Agreement with Clean and Sober Recovery Services for FY 2017-2018

Recommendation:

Approve agreement

4/5 vote required:

No

Distribution Instructions:

Return two signed agreements to Angie Grau in Behavioral Health

ATTACHMENTS

- Memo Clean & Sober Recovery Services 12-19-17.pdf
- Agreement Clean & Sober Recovery Services FY 17-18.pdf

BEHAVIORAL HEALTH DEPARTMENT

10877 Conductor Boulevard, Suite 300 • Sutter Creek, CA 95685 • Phone (209) 223-6412 • Fax (209) 223-0920 • Toll Free Number (888) 310-6555



To: Board of Supervisors

From: Melissa Cranfill, Behavioral Health Director

Date: December 19, 2017

RE: Agreement with Clean and Sober Recovery Services and

Behavioral Health for Fiscal Year 2017-2018

Background:

AB 109 allows non-violent, non-serious, and non-sex offenders to serve their sentence in county jails instead of state prisons.

When the offenders are released from county jail and require Substance Use Disorder (SUD) services, Behavioral Health provides an AB109 SUD program. If determined that they may need Inpatient SUD treatment, multiple bed options are needed to place a client, and then transition them into outpatient counseling within the AB109 SUD program. This increases the client's chances for long-term recovery.

Key Issue:

These contracts are needed for the Rehabilitation Specialist in the AB109 program in Amador County Behavioral Health to effectively place the client and facilitate treatment options for the client, rather than the client being sent back to jail for positive drug screens or unsuccessfully discharged from of the AB109 program.

One program will not be a fit for everyone and their different needs according to their specific environmental, emotional, addictive, and criminal backgrounds.

Amador County does not have a SUD treatment facility.

Contracting with multiple facilities is needed in order to find an open bed space for treatment.

Staff analysis:

A visit was made to Clean and Sober Recovery Services and a meeting was set-up to review the needs of Amador County SUD clients and it was determine that the services this facility provides are services needed for AB109 SUD clients.

Clean and Sober Recovery Services provides a social model residential inpatient treatment program and is 40 hours per week of group education and activities, one on one counseling for a minimum of one hour per week.

Recommendation/Request:

Approve the FY 17-18 Agreement with Clean and Sober Recovery Services

SERVICES AGREEMENT

THIS SERVICES AGREEMENT (this "Agreement") is entered into as of ______, 2017 by and between the COUNTY OF AMADOR, a political subdivision of the State of California (the "County") and Clean & Sober Recovery Services, INC a California Corporation (the "Contractor").

RECITALS

- A. Pursuant to Government Code section 31000, County desires to engage assistance to provide the hereinafter set forth special services.
- B. Contractor is in the business of providing a residential inpatient treatment program similar to those set forth in this Agreement.
- C. County desires to engage Contractor, and Contractor desires to be hired by County, to perform the work described below, upon the terms and conditions set forth in this Agreement.

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

- 1. SERVICES TO BE RENDERED BY CONTRACTOR. Upon written request by County's Director of Health Services, Contractor will provide a residential inpatient treatment program to residents of Amador County referred by the Director of Health Services (the "Work"). The Work is more particularly described on **Attachment A** attached and incorporated by this reference. Contractor shall perform the Work in compliance with all statutes, ordinances, regulations and requirements of federal, state and local governing bodies applicable to the performance of the Work. Without limiting the generality of the foregoing, Contractor agrees to comply with Program Integrity Requirements (42 CFR §438.608) and Beneficiary Problem Resolution Process (42 CFR §438.10(g)(1).
- 2. <u>SERVICES TO BE RENDERED BY COUNTY</u>. County agrees to compensate Contractor in return for performance of the Work as set forth in this Agreement.
- 3. CHANGES IN SCOPE OF SERVICES. Only the Amador County Board of Supervisors has the authority to agree to any extension of time, change order, change in the scope of work, change in the contract price, or other term or condition affecting either Contractor's or County's duties set forth herein. Adjustments in compensation, if any, shall be determined through negotiation between the parties to the Agreement and are subject to approval by the Board of Supervisors. Contractor acknowledges that no County staff person or County officer other than the Board of Supervisors has the power to amend the terms and conditions of this Agreement. Any change not so authorized in advance in writing by the Board of Supervisors shall be null and void.

- 4. TERM; EARLY TERMINATION OF AGREEMENT. The term of this Agreement shall be for a period of one year from the date of execution by County. County reserves the right to terminate this Agreement with or without cause on sixty (60) days prior written notice to Contractor. In the case of such early termination, Contractor shall be paid for all services satisfactorily rendered up to the effective date of termination, up to the maximum fee prescribed for any task.
 - 4.1 County shall have the right to terminate this Agreement upon three (3) days written notice in the event that the receipt of funds from the State is reduced, suspended, or terminated for any reason. Contractor hereby expressly waives any and all claims against County for damages arising from said termination, suspension, or reduction of funds. County shall honor all legitimate obligations incurred by Contractor if the Agreement is terminated by activating this clause.

5. COMPENSATION TO CONTRACTOR; PAYMENT.

- 5.1 Contractor shall be paid for services rendered in accordance with the fee schedule set forth on **Attachment B** attached and incorporated by this reference. In no event shall compensation to Contractor exceed for any portion of the Work the amounts set forth on **Attachment B**.
- 5.2 Contractor shall submit monthly invoices no later than sixty (60) days after the last day of the month in which services were rendered; provided, however, that services for the month of June shall be estimated for the last two weeks of the month and submitted no later than June 15. The invoices shall include a detailed description of the services provided during that month.
- 5.3 In the event Contractor claims or received payment from County for a service for which reimbursement is later disallowed by County, state or federal agencies, Contractor shall promptly refund the disallowed amount to County upon request or, at County's option, County may offset the amount disallowed from any payment that is due or becomes due to Contractor under this Agreement or any other agreement.

6. SUPERVISION OF THE WORK.

- 6.1 Contractor shall supervise and direct the Work, using Contractor's best skill and attention. Contractor shall be solely responsible for all methods, techniques, sequences and procedures, and shall coordinate all portions of the Work. County will deal only through Contractor, who shall be responsible for the proper execution of the entire Work.
- 6.2 Contractor shall be responsible to County for the acts and omissions of Contractor's employees, subcontractors, and their agents and employees, and any other persons performing any of the Work under a contract with Contractor.

- 6.3 A subcontractor ("Subcontractor") is a person or organization that has a direct contract with Contractor to perform any of the Work. Contractor agrees that it is as fully responsible to County for the acts and omissions of Subcontractors and of persons either directly or indirectly employed by Contractor as it is for the acts and omissions of persons directly employed by it. Nothing contained in this Agreement or any other document associated with the performance of the work shall create any contractual relation between any Subcontractor and County.
- 6.4 Contractor agrees to bind every Subcontractor and every Subcontractor agrees to be bound by the terms of this Agreement as to that portion of the Work performed by Subcontractor, unless specifically noted to the contrary in a subcontract approved in writing by County. Subcontractor agrees to be bound to the Contractor by the terms of this Agreement and to assume toward Contractor all of the obligations and responsibilities that the Contractor assumes toward County. Contractor agrees to be bound to the Subcontractor by all of the obligations that County assumes to Contractor under this Agreement as to the portion of the Work performed by Subcontractor.
- 7. <u>CONFERENCES</u>, <u>VISITS TO SITE</u>, <u>INSPECTION OF WORK</u>. In the event it should become necessary for the State or County to hold any conference or visit the site of the proposed work, as a part of any such conference, Contractor shall cooperate fully with the parties involved and shall arrange for qualified representatives of Contractor, upon request of County, to attend any such conference or visit to the site as a part thereof.
- 8. <u>ASSIGNMENTS</u>. Neither party may assign, sublet, or transfer its interest in this Agreement without the written consent of the other.
- 9. CONTRACTOR NOT EMPLOYEE OF COUNTY. It is understood that neither Contractor nor any employee of Contractor is acting hereunder as an employee of County, but solely as an independent contractor. Contractor, by virtue of this Agreement, has no authority to bind or incur any obligation on behalf of County. Except as expressly provided in this Agreement, Contractor has no authority or responsibility to exercise any rights or power vested in County. It is understood by both Contractor and County that this Agreement shall not under any circumstances be construed or considered to create an employer-employee relationship or a joint venture.

10. LICENSES, PERMITS, ETC; SANCTIONED EMPLOYEES.

10.1 Contractor represents and warrants to County that it and all of its employees providing services under this Agreement have all licenses, permits, qualifications, and approvals of whatsoever nature that are legally required for Contractor to practice its profession and to perform the Work. Contractor represents and warrants to County that Contractor shall, at its sole cost and expense, keep in effect at all times during the term of this Agreement any license, permits, and approvals that are legally required for Contractor and its employees to practice its profession and perform the Work. Contractor further represents and warrants to County that any Subcontractor engaged by

Contractor to perform a portion of the Work shall similarly possess all licenses, permits, qualifications, and approvals of whatsoever nature that are legally required for the Subcontractor to perform the portion of the Work that is the subject of the subcontract at issue.

10.2 Contractor shall immediately notify County in the event Contractor or any of its employees, volunteers, interns, subcontractors or providers retained in any capacity by Contractor is under investigation by a licensing board, is found to be in violation of any rules or regulations of the licensing board, or is the subject of a disciplinary action.

11. INSURANCE.

- 11.1 Contractor shall take out and maintain at all times during the performance of any work to be done under the terms of this Agreement, a policy or policies of insurance as follows:
 - 11.1.1 Commercial General Liability (CGL): Commercial General Liability Insurance is required with limits of <u>not</u> 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 <u>not</u> 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. Coverage must include any vehicle.
 - 11.1.3 Professional Liability (Errors and Omissions) Insurance with limits <u>not</u> less than \$1,000,000 per occurrence or 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 Contractor must purchase "extended reporting" coverage for a minimum of three (3) years after completion of contract work.

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

11.2 Contractor 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 Contractor'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 (30) days prior written notice to the County; and
 - 11.3.2 Commercial Liability and Commercial Automobile Liability policies shall be endorsed to name the County of Amador, its officers, officials, employees, and volunteers as additional insureds, but only insofar as the operations under this Agreement are concerned.
 - 11.3.3 Contractor's 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 Contractor's insurance and shall not contribute with it.
- 11.4 Contractor shall require each of its subcontractors to provide insurance meeting the requirements of this section, including naming County of Amador and its respective officers, officials, employees, representatives and agents as additional insureds.
- 11.5 Contractor 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) Contractor's insurer shall reduce or eliminate such deductible or self-insured retention as respects the County, its officers,

officials, employees, representatives or agents; or (ii) Contractor shall provide a financial guarantee, satisfactory to County's Risk Manager, guaranteeing payment of losses and related investigations, claim administration, and defense expenses. Upon notice to either County or Contractor of any actual or alleged claim or loss arising out of or in connection with the Work, Contractor shall immediately satisfy in full any self-insured retention provisions of Contractor's policy in order to trigger policy coverage and defense for Contractor, 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 Contractor is unable to or refuses to pay the self-insured retention.

- 11.6 Waiver of Subrogation: Contractor hereby grants to County a waiver of any right to subrogation which any insurer of said Contractor may acquire against the County by virtue of the payment of any loss under such insurance. Contractor 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, Contractor 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, Contractor is aware of the provisions of Section 3700 of the Labor Code which requires every employer to be insured against liability for workers' compensation or to permissibly self-insure in accordance with the provisions before commencing the performance of the services of this Agreement. The Workers' Compensation policy shall contain or be endorsed to contain a waiver of subrogation against the County, its officers, officials, employees, representatives, or agents.

A Certificate of Exemption from Workers' Compensation Laws form is available for those with no employees.

13. <u>INDEMNIFICATION</u>. Contractor agrees to indemnify, defend (upon request of County) and hold harmless County and County's agents, board members, elected and appointed officials and officers, employees, volunteers and authorized representatives from any and all losses, liabilities, charges, damages, claims, liens, causes of action, awards, judgments, costs, and expenses (including, but not limited to, reasonable attorney's fees of County Counsel and counsel retained by County, expert fees, costs and staff time, and investigation costs) of whatever kind or nature (collectively "Claims"), that arise out of or are in any way connected with

any negligent error, act or omission of Contractor or Contractor's officers, agents, employees, independent contractors, subcontractors, or authorized representatives, unless resulting from the sole negligence, active negligence, or willful misconduct of an indemnified party. Without limiting the generality of the foregoing, the same shall include injury or death to any person or persons; damage to any property, regardless of where located, including the property of County; and any workers' compensation claim or suit arising from or connected with any services performed pursuant to this Agreement on behalf of Contractor by any person or entity.

14. DOCUMENTS AND RECORDS.

- 14.1 Contractor shall keep and maintain full and complete documentation and accounting records concerning the Work. Records shall include without limitation all medical records, accounting records and administrative record related to services provided hereunder. Contractor 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; provided, however, that if an audit has been started, records must be retained until completion and final resolution of any and all issues that may arise. Final settlement shall be made at the end of the audit and appeal process. All accounting records shall be maintained so that they clearly reflect the source of funding for each type of service for which reimbursement is claimed by Contractor. Accounting records include without limitation ledgers, books, vouchers, time sheets, payrolls, appointment schedules, client data cards and schedules for allocating costs.
- 14.2 Contractor shall permit County and any authorized state or federal agency to audit, inspect and copy all records, notes and writings of any kind in connection with the Work, to the extent permitted by law, for the purpose of monitoring the quality and quantity of services, accessibility and appropriateness of services, and ensuring fiscal accountability. All such audits, inspections, and copying shall occur during normal business hours. Upon request, Contractor shall provide copies of such records to County. Where required by law, Contractor shall obtain necessary releases to permit County or other governmental or accrediting agencies to access patient medical records.
- 14.3 Contractor shall provide to County a copy of any audits performed with respect to the Work no later than thirty (30) days after completion of the audit report. Contractor shall include in any agreement(s) with auditing firms a clause that will allow access by County and state and federal agencies to the working papers of the external independent auditor.
- 14.4 Upon completion or termination of this Agreement, County shall be entitled to immediate possession of, and Contractor shall furnish, on request, any plans, correspondence and other pertinent data gathered or prepared by Contractor for the Work prior to termination. Contractor may retain copies of such original documents for Contractor's files.

15. NON-DISCRIMINATION; CULTURAL COMPETENCY; RESIDENCY.

- 15.1 Contractor shall provide all services under this Agreement without discrimination, and shall not discriminate against any employee or applicant for employment, on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, sex, age, or sexual orientation. Contractor will comply with Section 1735 of the Labor Code and all provisions of Executive Order No. 10925 of March 6, 1961, as amended, and all rules, regulations and relevant orders of the President's Committee on Equal Opportunity created thereby. Contractor shall also comply with the California Fair Employment and Housing Act (Government Code, Section 12900 and following).
- 15.2 Contractor shall provide culturally sensitive services and language interpretation to County beneficiaries when necessary to insure the provision of culturally competent treatment services.
- 15.3 County residency is a basic eligibility requirement for services rendered under this Agreement; however, transients referred by County in an emergency or persons in involuntary status may also be provided services if requested by County and approved by Contractor.
- 16. <u>ALCOHOL-FREE AND DRUG-FREE WORK PLACE POLICY</u>. Contractor acknowledges they have obtained and read a copy of the County's policy regarding alcohol free and drug free workplace, available for review at:

 Amadorgov.org/Policies, which is hereby made a part of and incorporated herein by reference into this Contract. Contractor shall execute the policy acknowledgment attached hereto as **Attachment C.**
- 17. <u>HIPAA COMPLIANCE</u>. The parties acknowledge the existence of the Health Insurance Portability and Accountability Act of 1996 and its implementing regulations ("HIPAA"). Amador County Health Services Department, Behavioral Health Division ("ACHSD") is an entity covered by HIPAA [45 C.F.R. Parts 160, 162, and 164], and County is a "hybrid entity" under HIPAA.

Through the Business Associate Agreement ("BAA"), ACHSD and Contractor have obligations with respect to the confidentiality, privacy, and security of patients' medical information, and must take certain steps to preserve the confidentiality of this information, including the establishment of proper procedures for the release of such information as required by HIPAA.

Each party hereby represents that it is and shall remain in compliance with the rules and regulations of HIPAA. Pursuant to sections 160.103, 164.502(e), 164.504(a), and 164.504(e) of HIPAA, Contractor must enter into a BAA with ACHSD, a copy of which is attached hereto as **Attachment D** attached and incorporated by this reference. Failure or refusal of a party to execute a BAA when

required by law shall constitute a basis for termination of this Agreement in its entirety.

The Contractor shall, immediately upon discovery of an unauthorized disclosure or breach of privacy and/or security of Personal Identifiable Information and/or Protected Health Information by Contractor, notify County of such breach within 1 business day of discovery at (209) 223-6412. Contractor shall take prompt corrective action to cure any deficiencies and any action pertaining to such unauthorized disclosure required by Federal and State laws and regulations. Contractor shall investigate such breach and provide a written report of the investigation to the Privacy Officer, postmarked within fifteen (15) working days of the discovery of the breach to the following address:

HIPAA Privacy Officer, Amador County Behavioral Health Department 10877 Conductor Blvd, Suite 300, Sutter Creek, CA 95685

In the event the County is obligated to pay any costs associated with an unauthorized disclosure or breach of privacy and/or security of Personal Identifiable Information and/or Protected Health Information by Contractor, Contractor shall pay on County's behalf any and all such costs arising.

18. <u>NOTICES</u>. All notices herein provided to be given, or which may be given, by either party to the other, shall be deemed to have been fully given when made in writing and deposited in the United States Postal Services, certified with return receipt requested, with postage prepaid and addressed as follows:

To Contractor:

Clean & Sober Recovery Services, INC

5820 Chestnut Ave. Orangevale, CA 95662

To County:

Amador County Behavioral Health Department

10877 Conductor Boulevard Sutter Creek, CA 94685

With a copy to:

Office of the County Counsel

810 Court Street Jackson, CA 95642

The address to which notice shall or may be mailed, as aforesaid, to either party shall or may be changed by written notice given by such party or the other, as hereinbefore provided, but nothing herein contained shall preclude the giving of any such notice by personal service.

19. <u>CONTRACT EXECUTION</u>. Each individual executing this Agreement on behalf of Contractor represents that he or she is fully authorized to execute and deliver this Agreement. If Contractor is a corporation, limited liability company, or general or limited partnership, Contractor shall, within thirty (30) days after execution of this Agreement, deliver to County a certified copy of a resolution of the Board of

- Directors or partner or member authorization of Contractor authorizing or ratifying the execution of this Agreement.
- 20. CONSTRUED PURSUANT TO CALIFORNIA LAW; VENUE. The parties hereto agree that the provisions of this Agreement will be construed pursuant to the laws of the State of California. Venue for all litigation relative to the formation, interpretation and performance of this Agreement shall be in Amador County, California.
- 21. INCORPORATION OF AGREEMENTS AND AMENDMENTS. This Agreement contains all agreements of the parties with respect to any matter mentioned herein. No other Agreement or understanding pertaining to any such matter shall be effective, unless in writing signed by the party to be charged. This Agreement may be modified by the parties hereto only in writing and signed by both parties.
- 22. <u>SEVERABILITY</u>. The invalidity of any provision of this Agreement, as determined by a court of competent jurisdiction, shall in no way affect the validity of any other provision hereof.
- 23. <u>TIME OF ESSENCE</u>. 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.
- 24. <u>RETENTION OF RECORDS</u>. Pursuant to Government Code section 8546.7, the performance of any work under this Agreement is subject to the examination and audit of the State Auditor at the request of County or as part of any audit of County for a period of three years after final payment under the Agreement. Each party hereto shall retain all records relating to the performance of the Work and the administration of the Agreement for three years after final payment hereunder.

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

COUNTY OF AMADOR	CONTRACTOR: Clean & Sober Recovery Services, INC, a California Corporation BY: John Perry
BY: Richard Forster Board of Supervisors	President Tax ID# 26-1609328
APPROVED AS TO FORM: OFFICE OF THE COUNTY COUNSEL COUNTY OF AMADOR	ATTEST: JENNIFER BURNS, CLERK OF THE BOARD OF SUPERVISORS
BY: Gregory Gillott County Counsel	BY:

ATTACHMENT A - SCOPE OF WORK

Clean & Sober Recovery Services, INC

Our Social Model Residential Inpatient Treatment Program is 40 hours per week of group education and activities, one on one counseling for minimum one hour per week.

- Our group and individual counseling sessions, we use a cognitive behavioral approach to help people develop healthy alternatives to drugs and alcohol. We work on issues of self-esteem, anger management, triggers, boundaries, the brain disease of addiction, like skills and relapse prevention.
- We rebuild paysical fitness with volleyball, swimming, and weightlifting, and we restore spiritual wellness with daily meditation an mindfulness.
- Our chef creates delicious and nutritious meals that restore physical health.
- · We offer twice-weekly family education to help families heal.

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- We rebuild paysical fitness with volleyball, swimming, and weightlifting, and we restore spiritual wellness with daily meditation an mindfulness.
- Our chef creates delicious and nutritious meals that restore physical health.
- We offer twice-weekly family education to help families heal.
- We build strong connections with the local 12-step community so participates have network of support for sustained sobriety after formal treatment ends.
- After graduation from our program, we offer three months of weekly "aftercare" at no additional cost.

ATTACHMENT B - FEE SCHEDULE

Clean & Sober Recovery Services

Client per diem rate: days recommended)

\$140.00 per day all inclusive (30 days minimum, 90

Billing will be for actual days attended and invoiced every 30 days or upon exit of program.

This agreement shall not exceed Thirty Thousand Dollars (\$30,000) per year.

ATTACHMENT D - BUSINESS ASSOCIATE AGREEMENT

This Business Associate Agreement ("BAA") is effective upon execution, and is appended to the Services Agreement ("Agreement") dated as of _______, 2017, made and entered into by and between the County of Amador and Clean & Sober Recovery Services, INC, a California Corporation (the "Contractor").

RECITALS

- A. Amador County has entered into the Agreement whereby Clean & Sober Recovery Services, INC, a California Corporation ("Business Associate") will establish and implement appropriate privacy and security safeguards with respect to "protected health information" (as defined below) that the Business Associate may create, receive, maintain, transmit, use or disclose in connection with the services to be provided by the Business Associate to Amador County Behavioral Health Department (the "Covered Entity"), and that such safeguards will be consistent with the standards set forth in regulations promulgated under the Health Insurance Portability and Accountability Act of 1996 (HIPAA) as amended by the Health Information Technology for Economic and Clinical Health Act of 2009, (HITECH). All references to regulatory Sections, Parts and Subparts in this Agreement are to Title 45 of the Code of Federal Regulations as in effect or as amended, and for which compliance is required, unless otherwise specified.
- B. Under the terms of the Agreement, the Covered Entity may make available and/or transfer to the Business Associate, and/or the Business Associate will generate or otherwise access confidential, personally identifiable health information in conjunction with services delivered on behalf of the Covered Entity.
- C. This confidential information may be used or disclosed only in accordance with HIPAA and the applicable regulations [including, but not limited to, 45 Code of Federal Regulations sections 164.502(e) and 164.504(e)] issued pursuant to HIPAA and the terms of this BAA, HITECH regulations, or more stringent provisions of State or Federal laws.
- D. Pursuant to Amador County Board of Supervisors Resolution No. 04-253, the Director of the Amador County Health Services Department, Behavioral Health Division is duly authorized to execute a Business Associate Agreement with Contractor, as required by HIPAA.

NOW, THEREFOR, in consideration of the obligations, benefits, and compensation provided to Business Associate under the provisions of the Agreement, and in order to ensure that it remains valid and complies with HIPAA, the parties agree as follows:

1. <u>Definitions</u>.

- a. Breach shall have the meaning given to such term under the HITECH Act [42 U.S.C. Section 17921]
- b. Business Associate shall have the meaning given to such term under

- the Privacy Rule, the Security Rule and the HITECH Act, including, but not limited to, 42 U.S.C. Section 17938 and 45 C.F.R. Section 160.103
- c. Covered Entity shall have the meaning given to such term under the Privacy Rule and the Security Rule, including, but not limited to, 45 C.F.R. Section 160.103
- d. Designated Record Set shall have the meaning given to such term under the Privacy Rule, including, but not limited to 45 C.F. R. Section 164.501
- e. Electronic Protected Health Information shall mean Protected Health Information that is maintained in or transmitted by electronic media
- f. Electronic Health Record shall have the meaning given to such term in the HITECH Act, including, but not limited to, 42 U.S.C. Section 17921
- g. HIPAA Rules shall mean the Privacy, Security, Breach Notification, and Enforcement Rules at 45 C.F.R. Part 160 and Part 164
- h. Individual shall have the same meaning as the term in Section 164.501 and shall include a person who qualifies as a personal representative in accordance with Section 164.502(g)
- i. Minimum Necessary shall mean the minimum amount of Protected Health Information necessary for the intended purpose, as set forth at Sections 164.502(b) and 164.514(d)
- j. Protected Health Information or PHI shall have the same meaning as the term in Section 160.103, limited to the information received from Covered Entity or created, received, maintained, or transmitted by Business Associate on behalf of Covered Entity
- k. Subcontractor shall mean a subcontractor of Business Associate that creates, receives, maintains, or transmits Protected Health Information on behalf of the Business Associate
 - 1. Unsecured PHI shall have the same meaning as the term defined in Section 164.402, limited to the information received from Covered Entity or created, received, maintained, or transmitted by Business Associate on behalf of Covered Entity
- 2. Business Associate's Obligations and Compliance with HIPAA Privacy and Security Rules. Business Associate acknowledges that it is directly required to comply with the HIPAA Rules and that Business Associate (including its subcontractors) may be held directly liable and subject to penalties for failure to comply. Business Associate agrees not to use or further disclose PHI other than as permitted or required by this BAA, or as required by law. In meeting its obligations under this section, it is understood that Business Associate is not acting as the Covered Entity's agent. In performance of the work, duties and obligations and in the exercise of the rights granted under this BAA, it is understood and agreed that Business Associate is at all times acting as an independent contractor in providing services pursuant to the BAA and the Agreement.

Permitted Uses and Disclosure Except as otherwise provided in this BAA, the Business

Associate may use or disclose PHI to perform functions, activities or services for or on behalf of the Covered Entity as specified in the Agreement, provided that such use or disclosure would not violate HIPAA and its implementing regulations. The Business Associate may use and disclose the minimum necessary PHI for its proper management, administrative, and legal responsibilities as follows: A. The Business Associate may use the minimum necessary PHI for the Business Associate's proper management and administration, or to carry out Business Associate's legal responsibilities.

- B. The Business Associate may disclose the minimum necessary PHI for the Business Associate's proper management and administration, or to carry out the Business Associate's legal responsibilities only if:
 - (1) The disclosure is required by law; or
 - (2) The Business Associate obtains reasonable assurances, evidenced in writing, from the person to whom the PHI is being disclosed that the PHI will be held confidentially and used or further disclosed only as required by law or for the purpose for which it was disclosed to the person; and
 - (3) The person promptly notifies the Business Associate (who will in turn promptly notify the Covered Entity) of any instances of which it is aware in which the confidentiality of the PHI has been breached.
- 3. <u>Further Disclosure of PHI</u>. The Business Associate shall not use or further disclose any PHI that is created, received, maintained or transmitted on behalf of the Covered Entity, except as permitted or required by the Agreement, or as required by law.
- 4. Safeguarding PHI. The Business Associate shall develop, implement, maintain and use appropriate administrative, technical and physical safeguards to prevent the improper use or disclosure of any PHI that is created, received, maintained or transmitted on behalf of the Covered Entity for any purpose other than those expressly permitted under the Agreement. Business Associate agrees to comply with Subpart C of 45 C.F.R. Part 164 with respect to Electronic Protected Health Information. Business Associate must secure all Electronic Protected Health Information by technological means that render such information unusable, unreadable, or indecipherable to unauthorized individuals. Destruction of Protected Health Information on paper, film or other hard copy media must involve either shredding or otherwise destroying the PHI so that it cannot be read or reconstructed. Should any employee or subcontractor of Business Associate have direct, authorized access to computer systems of Covered Entity that contain PHI, Business Associate shall immediately notify Covered Entity of any change of such personal in order for Covered Entity to disable the previously authorized access.

- <u>Unauthorized Use or Disclosure of PHI</u>. Business Associate agrees to mitigate, to the greatest extent possible, any harm that results from the breach, security incident, or unauthorized access, use or disclosure of PHI by Business Associate or its employees, officers, subcontractors, agents or other representatives. Following a breach, security incident, or any unauthorized access, use or disclosure of PHI, Business Associate agrees to take any and all corrective action necessary to prevent recurrence, to document any such action, and to make this documentation available to Covered Entity. Except as required by law, Business Associate agrees that it will not inform any third party of a breach or unauthorized access, use or disclosure of PHI without obtaining the Covered Entity's prior written consent. Covered Entity hereby reserves the sole right to determine whether and how such notice is to be provided to any individuals, regulatory agencies, or other as may be require by law. When applicable law requires the breach be reported to a federal or state agency or that notice be given to media outlets, Business Associate shall cooperate with and coordinate with Covered Entity to ensure such reporting is in compliance with applicable law and to prevent duplicate reporting, and to determine responsibilities for reporting. The Business Associate shall report to the Covered Entity any use or disclosure of the PHI not authorized in the Agreement or required by law of which it becomes aware, including any breach as required in Section 164.410 or security incident. In such report, the Business Associate shall:
 - A. Identify the nature of the unauthorized use or disclosure;
 - B. Identify the PHI used or disclosed;
 - C. Identify who made the unauthorized use or received the unauthorized disclosure;
 - D. Identify what the Business Associate has done or will do to mitigate any negative effects of the unauthorized use or disclosure:
 - E. Identify what corrective action the Business Associate has taken or shall take to prevent future similar unauthorized use or disclosure; and
 - F. Provide such other information, including a written report, as reasonably requested by the Covered Entity.
- 6. <u>Subcontractors and Agents</u>. The Business Associate shall require each of its subcontractors or agents to which the Business Associate provides PHI that is created, received, maintained or transmitted by the Business Associate on behalf of the Covered Entity, to comply with the same restrictions and conditions that apply through this BAA to the Business Associate with respect to such information, including the requirement to immediately notify the Business Associate of any instances of any breach, security incident, intrusion, or unauthorized access to or use

or disclosure of PHI of which it becomes aware. Upon request, Business Associate shall provide copies of such agreements to Covered Entity. Business Associate shall implement and maintain sanctions against any agent, subcontractor or other representative that violates such restrictions, conditions or requirements and shall mitigate the effects of any such violation.

- 7. Access to PHI. The Business Associate shall provide an Individual access to PHI in a Designated Record Set as required by 45 Code of Federal Regulations section 164.524; and at the request of the Covered Entity, and in the time and manner designated by the Covered Entity, the Business Associate shall provide access to PHI in a Designated Record Set to Covered Entity or, as directed by Covered Entity, to an Individual.
- 8. Amendments to Designated Record Sets. The Business Associate shall make any amendment(s) to PHI in a Designated Record Set that the Covered Entity directs or at the request of the Individual, and in the time and manner designated by the Covered Entity in accordance with 45 Code of Federal Regulations section 164.526. If amendment to PHI is made by the request of an Individual to the Business Associate, the Business Associate shall notify the Covered Entity.
- 9. <u>Accounting of Disclosure</u>. Business Associate shall provide to an Individual information collected in accordance with 45 Code of Federal Regulations section 164.528; and Business Associate shall provide to the Covered Entity information collected in accordance with 45 Code of Regulations section 164.528, to permit Covered Entity to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with 45 Code of Federal Regulations section 164.528.
- 10. Inspection of Books and Records. The Business Associate shall make available its internal practices, books and records related to the use, disclosure and privacy protection of PHI received from the Covered Entity, or created and received by the Business Associate on behalf of the Covered Entity, available to any state or federal agency, including the Secretary of the United States Department of Health and Human Services for purposes of determining compliance with the privacy requirements and any related regulations or official guidance, in the time and manner designated by the Covered Entity or the Secretary. With reasonable notice, Covered Entity and its authorized agents or contractors may audit and/or examine Business Associate's facilities, systems, policies, procedures and documentation to determine compliance with the terms of this BAA. Business Associate shall promptly correct any violation of this BAA found by Covered Entity and shall certify in writing that the correction has been made. Covered Entity's failure to detect any unsatisfactory practice does not constitute acceptance of the practice or a waiver of Covered Entity's enforcement rights under this BAA.
- 11. <u>Return or Destruction of PHI</u>. Upon termination of the Agreement for any reason, the Business Associate shall:

- A. Return or destroy all PHI received from the Covered Entity, or created or received by the Business Associate on behalf of the Covered Entity that the Business Associate still maintains in any form and retain no copies of such information, if feasible.
- B. In the event that the Business Associate determines that returning or destroying the PHI is not feasible, the Business Associate shall provide the Covered Entity notification of the conditions that make return or destruction not feasible. If the Covered Entity agrees that return or destruction is not feasible, the Business Associate shall extend the protections of this BAA to such PHI and limit further use and disclosures of such PHI for as long as the Business Associate, or any of its agents or subcontractors, maintains such PHI for the purposes that make return or destruction infeasible.
- 12. <u>Termination of Agreement</u>. If the Covered Entity determines that the Business Associate has violated a material term of this BAA, the Covered Entity is authorized to terminate the Agreement.
- 13. <u>Amendment</u>. The terms of this BAA are subject to changes in the Health Insurance Portability and Accountability Act that may take effect at a time subsequent to the effective date of this BAA, and which shall be incorporated into this BAA by way of amendment executed by and between the Covered Entity and the Business Associate.
- 14. <u>Conflicts</u>. The terms and conditions of this BAA will override and control any conflicting term or condition of the Agreement. All non-conflicting terms and conditions of Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the Covered Entity and the Business Associate execute this Business Associate Agreement to be effective on the last date signed below.

Amador County Behavioral Health Department ("Covered Entity")	Clean & Sober Recovery Services, INC a California Corporation
By: Melissa Granfill Director of Behavioral Health Department	By: John Perry President
Date: 12/19/17	Date:

Board of Supervisors Agenda Item Report

Submitting Department: Behavioral Health Meeting Date: January 9, 2018

SUBJECT

Behavioral Health: Agreement with Youth for Change dba Strategies Center 04-2017 to 06-2018

Recommendation:

Approve Agreement

4/5 vote required:

No

Distribution Instructions:

Return two signed agreements to Angie Grau in Behavioral Health

ATTACHMENTS

- Memo Youth for Change dba Strategies Center 12-19-17.pdf
- Agreement Youth for Change dba Strategies Center FY 17-18.pdf

BEHAVIORAL HEALTH DEPARTMENT

10877 Conductor Boulevard, Suite 300 • Sutter Creek, CA 95685 • Phone (209) 223-6412 • Fax (209) 223-0920 • Toll Free Number (888) 310-6555



To: Board of Supervisors

From: Melissa Cranfill, Behavioral Health Director

Date: December 19, 2017

RE: Behavioral Health Department and Strategies Center at Youth

for Change Agreement for Fiscal Year 2017-2018

Background:

In 2004, California voters passed Proposition 63, the Mental Health Services Act (MHSA), which became law on January 1, 2005. The Act imposes 1% taxation on personal income exceeding \$1 million. Over the past 8 years, these funds have transformed, expanded, and enhanced the current mental health system. MHSA has allowed Amador County Behavioral Health Services (ACBHS) to significantly improve services and increase access for previously underserved groups through the creation of community based services and supports, prevention and early intervention programs, workforce, education and training, as well as innovative, new approaches to providing programs to the public.

The MHSA has multiple components including: Community Services and Supports; Prevention and Early Intervention; Workforce, Education and Training; Innovation Projects; as well as Capital Facilities and Technology.

Stakeholders are involved in community program planning which includes:

- The Behavioral Health Advisory Board, - Consumers and their Families, including Transitional Age Youth, Adults, & Older Adults, of the Mental Health Services Act / Cultural Competency Steering Committee - Targeted Underserved Groups including Latinos, Veterans, Homeless, & LGBTQ - Mental health and substance abuse staff of Amador County Behavioral Health (ACBHS) - ACBHS Partner Agencies/Organizations.

Key Issue:

The purpose of the Innovation (INN) Component allows counties to use 5% of their funding from the MHSA to pilot new programs that expand mental health services in their community

- A) Increase access to mental health services to underserved groups.
- B) Increase the quality of mental health services, including measurable outcomes.
- C) Promote interagency collaboration related to mental health services, supports or outcomes.
- D) Increase access to mental health services.

Input from the Mental Health Services Act/Cultural Competency Steering Committee planning process indicated a need for the two projects including a co-occurring group for teens, which addresses both mental health and substance abuse disorders. The other is Circle of Wellness; Mother, child, Family, which enhances community collaboration through partnership to provide preventative mental health treatment to pregnant women.

An evaluation plan on these two new projects is required on the annual MHSA update.

Staff analysis:

A detailed evaluation plan, along with annual evaluation reports is the primary requirement for Innovations projects. By nature of the projects, very complex approaches to the research and evaluation planning need to take place. Amador County Behavioral Health does not have the internal capacity at this time to identify what evaluation measures need to take place or what data collection methods will be utilized.

It is proposed that a third party evaluator is needed to assist Amador County Behavioral Health with project development, technical assistance and data evaluation.

Recommendation/Request:

Approve the FY 17-18 Agreement with Strategies Center at Youth for Change

SERVICES AGREEMENT

THIS SERVICES AGREEMENT (this "Agreement") is entered into as of 2017 by and between the COUNTY OF AMADOR, a political subdivision of the State of California (the "County") and Youth for Change dba Strategies Center, a California non-profit organization (the "Contractor")

RECITALS

- A. Pursuant to Government Code section 31000, County desires to engage assistance to provide the hereinafter set forth special services.
- B. Contractor is in the business of providing program planning assistance similar to those set forth in this Agreement.
- C. County desires to engage Contractor, and Contractor desires to be hired by County, to perform the work described below, upon the terms and conditions set forth in this Agreement.

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

- 1. SERVICES TO BE RENDERED BY CONTRACTOR. Upon written request by County's Director of Health Services, Contractor will provide program planning assistance by the Director of Behavioral Health Services (the "Work"). The Work is more particularly described on Attachment A attached and incorporated by this reference. Contractor shall perform the Work in compliance with all statutes, ordinances, regulations and requirements of federal, state and local governing bodies applicable to the performance of the Work. Without limiting the generality of the foregoing, Contractor agrees to comply with Program Integrity Requirements (42 CFR §438.608) and Beneficiary Problem Resolution Process (42 CFR §438.10(g)(1).
- 2. <u>SERVICES TO BE RENDERED BY COUNTY</u>. County agrees to compensate Contractor in return for performance of the Work as set forth in this Agreement.
- 3. CHANGES IN SCOPE OF SERVICES. Only the Amador County Board of Supervisors has the authority to agree to any extension of time, change order, change in the scope of work, change in the contract price, or other term or condition affecting either Contractor's or County's duties set forth herein. Adjustments in compensation, if any, shall be determined through negotiation between the parties to the Agreement and are subject to approval by the Board of Supervisors. Contractor acknowledges that no County staff person or County officer other than the Board of Supervisors has the power to amend the terms and conditions of this Agreement. Any change not so authorized in advance in writing by the Board of Supervisors shall be null and void.
- 4. <u>TERM; EARLY TERMINATION OF AGREEMENT</u>. The term of this Agreement shall be for a period of one year from April 1, 2017 through June 30, 2018. County reserves the right to terminate this Agreement with or without cause on sixty (60) days prior written notice to Contractor. In the case of such early termination, Contractor shall be paid for all services satisfactorily rendered up to the effective date of termination, up to the maximum fee prescribed for any task.

4.1 County shall have the right to terminate this Agreement upon three (3) days written notice in the event that the receipt of funds from the State is reduced, suspended, or terminated for any reason. Contractor hereby expressly waives any and all claims against County for damages arising from said termination, suspension, or reduction of funds. County shall honor all legitimate obligations incurred by Contractor if the Agreement is terminated by activating this clause.

5. COMPENSATION TO CONTRACTOR; PAYMENT.

- 5.1 Contractor shall be paid for services rendered in accordance with the fee schedule set forth on Attachment B attached and incorporated by this reference. In no event shall compensation to Contractor exceed for any portion of the Work the amounts set forth on Attachment B.
- 5.2 Contractor shall submit monthly invoices no later than sixty (60) days after the last day of the month in which services were rendered; provided, however, that services for the month of June shall be estimated for the last two weeks of the month and submitted no later than June 15. The invoices shall include a detailed description of the services provided during that month.
- 5.3 In the event Contractor claims or received payment from County for a service for which reimbursement is later disallowed by County, state or federal agencies, Contractor shall promptly refund the disallowed amount to County upon request or, at County's option, County may offset the amount disallowed from any payment that is due or becomes due to Contractor under this Agreement or any other agreement.

6. SUPERVISION OF THE WORK.

- 6.1 Contractor shall supervise and direct the Work, using Contractor's best skill and attention. Contractor shall be solely responsible for all methods, techniques, sequences and procedures, and shall coordinate all portions of the Work. County will deal only through Contractor, who shall be responsible for the proper execution of the entire Work.
- 6.2 Contractor shall be responsible to County for the acts and omissions of Contractor's employees, subcontractors, and their agents and employees, and any other persons performing any of the Work under a contract with Contractor.
- 6.3 A subcontractor ("Subcontractor") is a person or organization that has a direct contract with Contractor to perform any of the Work. Contractor agrees that it is as fully responsible to County for the acts and omissions of Subcontractors and of persons either directly or indirectly employed by Contractor as it is for the acts and omissions of persons directly employed by it. Nothing contained in this Agreement or any other document associated with the performance of the work shall create any contractual relation between any Subcontractor and County.
- 6.4 Contractor agrees to bind every Subcontractor and every Subcontractor agrees to be bound by the terms of this Agreement as to that portion of the Work performed by

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

- 7. CONFERENCES, VISITS TO SITE, INSPECTION OF WORK. In the event it should become necessary for the State or County to hold any conference or visit the site of the proposed work, as a part of any such conference, Contractor shall cooperate fully with the parties involved and shall arrange for qualified representatives of Contractor, upon request of County, to attend any such conference or visit to the site as a part thereof.
- 8. <u>ASSIGNMENTS</u>. Neither party may assign, sublet, or transfer its interest in this Agreement without the written consent of the other.
- 9. CONTRACTOR NOT EMPLOYEE OF COUNTY. It is understood that neither Contractor nor any employee of Contractor is acting hereunder as an employee of County, but solely as an independent contractor. Contractor, by virtue of this Agreement, has no authority to bind or incur any obligation on behalf of County. Except as expressly provided in this Agreement, Contractor has no authority or responsibility to exercise any rights or power vested in County. It is understood by both Contractor and County that this Agreement shall not under any circumstances be construed or considered to create an employer-employee relationship or a joint venture.

10. LICENSES, PERMITS, ETC; SANCTIONED EMPLOYEES.

- 10.1 Contractor represents and warrants to County that it and all of its employees providing services under this Agreement have all licenses, permits, qualifications, and approvals of whatsoever nature that are legally required for Contractor to practice its profession and to perform the Work. Contractor represents and warrants to County that Contractor shall, at its sole cost and expense, keep in effect at all times during the term of this Agreement any license, permits, and approvals that are legally required for Contractor and its employees to practice its profession and perform the Work. Contractor further represents and warrants to County that any Subcontractor engaged by Contractor to perform a portion of the Work shall similarly possess all licenses, permits, qualifications, and approvals of whatsoever nature that are legally required for the Subcontractor to perform the portion of the Work that is the subject of the subcontract at issue.
- 10.2 Contractor shall immediately notify County in the event Contractor or any of its employees, volunteers, interns, subcontractors or providers retained in any capacity by Contractor is under investigation by a licensing board, is found to be in violation of any rules or regulations of the licensing board, or is the subject of a disciplinary action.

11. INSURANCE.

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

- 11.1.1 Commercial General Liability (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 <u>not</u> 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. Coverage must include any vehicle.
- 11.1.3 Professional Liability (Errors and Omissions) Insurance with limits <u>not</u> less than \$1,000,000 per occurrence or 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 Contractor must purchase "extended reporting" coverage for a minimum of three (3) years after completion of contract work,

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

11.2 Contractor 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 Contractor'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 (30) days prior written notice to the County; and
- 11.3.2 Commercial Liability and Commercial Automobile Liability policies shall be endorsed to name the County of Amador, its officers, officials, employees, and volunteers as additional insureds, but only insofar as the operations under this Agreement are concerned.
- 11.3.3 Contractor's 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 Contractor's insurance and shall not contribute with it.
- 11.4 Contractor shall require each of its subcontractors to provide insurance meeting the requirements of this section, including naming County of Amador and its respective officers, officials, employees, representatives and agents as additional insureds.
- 11.5 Contractor 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) Contractor's insurer shall reduce or eliminate such deductible or self-insured retention as respects the County. its officers, officials, employees, representatives or agents; or (ii) Contractor shall provide a financial guarantee, satisfactory to County's Risk Manager, guaranteeing payment of losses and related investigations, claim administration, and defense expenses. Upon notice to either County or Contractor of any actual or alleged claim or loss arising out of or in connection with the Work, Contractor shall immediately satisfy in full any self-insured retention provisions of Contractor's policy in order to trigger policy coverage and defense for Contractor, 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 Contractor is unable to or refuses to pay the self-insured retention.
- 11.6 Waiver of Subrogation: Contractor hereby grants to County a waiver of any right to subrogation which any insurer of said Contractor may acquire against the County by virtue of the payment of any loss under such insurance. Contractor 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, Contractor 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, Contractor is aware of the provisions of Section 3700 of the Labor Code which requires every employer to be insured against liability for workers' compensation or to permissibly self-insure in accordance with the provisions before commencing the performance of the services of this Agreement. The Workers' Compensation policy shall contain or be endorsed to contain a waiver of subrogation against the County, its officers, officials, employees, representatives, or agents.

A Certificate of Exemption from Workers' Compensation Laws form is available for those with no employees.

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

14. DOCUMENTS AND RECORDS.

- 14.1 Contractor shall keep and maintain full and complete documentation and accounting records concerning the Work. Records shall include without limitation all medical records, accounting records and administrative record related to services provided hereunder. Contractor 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; provided, however, that if an audit has been started, records must be retained until completion and final resolution of any and all issues that may arise. Final settlement shall be made at the end of the audit and appeal process. All accounting records shall be maintained so that they clearly reflect the source of funding for each type of service for which reimbursement is claimed by Contractor. Accounting records include without limitation ledgers, books, vouchers, time sheets, payrolls, appointment schedules, client data cards and schedules for allocating costs.
- 14.2 Contractor shall permit County and any authorized state or federal agency to audit, inspect and copy all records, notes and writings of any kind in connection with the Work, to the extent permitted by law, for the purpose of monitoring the quality and quantity of services, accessibility and appropriateness of services, and ensuring fiscal accountability. All such audits, inspections, and copying shall occur during normal business hours. Upon request, Contractor shall provide copies of such records to County. Where required by law, Contractor shall obtain necessary releases to permit

- County or other governmental or accrediting agencies to access patient medical records.
- 14.3 Contractor shall provide to County a copy of any audits performed with respect to the Work no later than thirty (30) days after completion of the audit report. Contractor shall include in any agreement(s) with auditing firms a clause that will allow access by County and state and federal agencies to the working papers of the external independent auditor.
- 14.4 Upon completion or termination of this Agreement, County shall be entitled to immediate possession of, and Contractor shall furnish, on request, any plans, correspondence and other pertinent data gathered or prepared by Contractor for the Work prior to termination. Contractor may retain copies of such original documents for Contractor's files.

15. NON-DISCRIMINATION; CULTURAL COMPETENCY; RESIDENCY.

- 15.1 Contractor shall provide all services under this Agreement without discrimination, and shall not discriminate against any employee or applicant for employment, on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, sex, age, or sexual orientation. Contractor will comply with Section 1735 of the Labor Code and all provisions of Executive Order No. 10925 of March 6, 1961, as amended, and all rules, regulations and relevant orders of the President's Committee on Equal Opportunity created thereby. Contractor shall also comply with the Callfornia Fair Employment and Housing Act (Government Code, Section 12900 and following).
- 15.2 Contractor shall provide culturally sensitive services and language interpretation to County beneficiaries when necessary to insure the provision of culturally competent treatment services.
- 15.3 County residency is a basic eligibility requirement for services rendered under this Agreement; however, transients referred by County in an emergency or persons in involuntary status may also be provided services if requested by County and approved by Contractor.
- 16. <u>ALCOHOL-FREE AND DRUG-FREE WORK PLACE POLICY</u>. Contractor acknowledges they have obtained and read a copy of the County's policy regarding alcohol free and drug free workplace, available for review at: Amadorgov.org/Policies, which is hereby made a part of and incorporated herein by reference into this Contract. Contractor shall execute the policy acknowledgment attached hereto as **Attachment C**.
- 17. <u>HIPAA COMPLIANCE</u>. The parties acknowledge the existence of the Health Insurance Portability and Accountability Act of 1996 and its implementing regulations ("HIPAA"). Amador County Health Services Department, Behavioral Health Division ("ACHSD") is an entity covered by HIPAA [45 C.F.R. Parts 160, 162, and 164], and County is a "hybrid entity" under HIPAA.

Through the Business Associate Agreement ("BAA"), ACHSD and Contractor have obligations with respect to the confidentiality, privacy, and security of patients' medical information, and must take certain steps to preserve the confidentiality of this information, including the establishment of proper procedures for the release of such information as required by HIPAA.

Each party hereby represents that it is and shall remain in compliance with the rules and regulations of HIPAA. Pursuant to sections 160.103, 164.502(e), 164.504(a), and 164.504(e) of HIPAA, Contractor must enter into a BAA with ACHSD, a copy of which is attached hereto as **Attachment D** attached and incorporated by this reference. Failure or refusal of a party to execute a BAA when required by law shall constitute a basis for termination of this Agreement in its entirety.

The Contractor shall, immediately upon discovery of an unauthorized disclosure or breach of privacy and/or security of Personal Identifiable Information and/or Protected Health Information by Contractor, notify County of such breach within 1 business day of discovery at (209) 223-6412. Contractor shall take prompt corrective action to cure any deficiencies and any action pertaining to such unauthorized disclosure required by Federal and State laws and regulations. Contractor shall investigate such breach and provide a written report of the investigation to the Privacy Officer, postmarked within fifteen (15) working days of the discovery of the breach to the following address:

HIPAA Privacy Officer, Amador County Behavioral Health Department 10877 Conductor Blvd, Suite 300, Sutter Creek, CA 95685

In the event the County is obligated to pay any costs associated with an unauthorized disclosure or breach of privacy and/or security of Personal Identifiable Information and/or Protected Health Information by Contractor, Contractor shall pay on County's behalf any and all such costs arising.

18. <u>NOTICES</u>. All notices herein provided to be given, or which may be given, by either party to the other, shall be deemed to have been fully given when made in writing and deposited in the United States Postal Services, certified with return receipt requested, with postage prepaid and addressed as follows:

To Contractor:

Youth for Change dba Strategies Center, a California non-

profit organization P.O Box 1476 Paradise CA 95967

To County:

Amador County Behavioral Health Department

10877 Conductor Boulevard Sutter Creek, CA 94685

With a copy to:

Office of the County Counsel

810 Court Street Jackson, CA 95642 The address to which notice shall or may be mailed, as aforesaid, to either party shall or may be changed by written notice given by such party or the other, as hereinbefore provided, but nothing herein contained shall preclude the giving of any such notice by personal service.

- 19. CONTRACT EXECUTION. Each individual executing this Agreement on behalf of Contractor represents that he or she is fully authorized to execute and deliver this Agreement. If Contractor is a corporation, limited liability company, or general or limited partnership, Contractor shall, within thirty (30) days after execution of this Agreement, deliver to County a certified copy of a resolution of the Board of Directors or partner or member authorization of Contractor authorizing or ratifying the execution of this Agreement.
- 20. CONSTRUED PURSUANT TO CALIFORNIA LAW; VENUE. The parties hereto agree that the provisions of this Agreement will be construed pursuant to the laws of the State of California. Venue for all litigation relative to the formation, interpretation and performance of this Agreement shall be in Amador County, California.
- 21. INCORPORATION OF AGREEMENTS AND AMENDMENTS. This Agreement contains all agreements of the parties with respect to any matter mentioned herein. No other Agreement or understanding pertaining to any such matter shall be effective, unless in writing signed by the party to be charged. This Agreement may be modified by the parties hereto only in writing and signed by both parties.
- 22. <u>SEVERABILITY</u>. The invalidity of any provision of this Agreement, as determined by a court of competent jurisdiction, shall in no way affect the validity of any other provision hereof.
- 23. <u>TIME OF ESSENCE</u>. 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.
- 24. <u>RETENTION OF RECORDS</u>. Pursuant to Government Code section 8546.7, the performance of any work under this Agreement is subject to the examination and audit of the State Auditor at the request of County or as part of any audit of County for a period of three years after final payment under the Agreement. Each party hereto shall retain all records relating to the performance of the Work and the administration of the Agreement for three years after final payment hereunder.

IN WITNESS WHEREOF, the parties hereto year first above written.	b have executed this Agreement as of the day and
COUNTY OF AMADOR	Contractor: Youth for Change dba Strategies Center, a California non-profit organization
BY: Richard Forster Board of Supervisors	BY: Kathleen Shenk George Siler Director Tax ID # 68-0238941
APPROVED AS TO FORM: OFFICE OF THE COUNTY COUNSEL COUNTY OF AMADOR	ATTEST: JENNIFER BURNS, CLERK OF THE BOARD OF SUPERVISORS
BY: Gregory Gillott County Counsel	BY:

ATTACHMENT A

FY17/18

Scope of Work for Strategies Center at Youth for Change Evaluation and Implementation of MHSA Innovations Projects

The Strategies Center at Youth for Change will provide Amador County Behavioral Health Services evaluation, implementation, capacity building, and technical assistance (TA) for two Innovations projects and one Performance Improvement Project (PIP), using the methods below:

- Complete a document and requirements review for two MHSA Innovation projects.
- Conduct an organizational meeting with ACBHS leadership to confirm direction and approach for two Innovation projects.
- Conduct initial meetings (2) with the TAY COD and C of W: Mother, Child, and Family teams to establish project status, lay a foundation for evaluation, begin preparation for the MHSOAC presentation, and familiarize consultants with project elements, considerations, and concerns.
- Conduct a half-day learning and development session to build evaluation knowledge and ensure prerequisite conditions for evaluation.
- Conduct facilitated exercise for two teams to discuss and develop initial drafts of project logic models—to include basis for evaluation, shared vocabulary, and build accountability for project implementation.
- Conduct two project teams meetings to discuss and complete project blueprints (logic models).
- Conduct two ACBHS leadership team conference calls to discuss and finalize MHSOAC preparation.
- Develop and submit MHSOAC presentation for two Innovation projects, including two slide decks.
- Prepare and submit programs overview statements for two Innovation projects prior to MHSOAC presentation.
- Present two project proposals for the MHSOAC meeting.
- Develop and specify learning objectives and questions central to evaluation design.
- Draft, circulate and revise as needed an evaluation design and methods document for each project.
- Conduct initial inventory of existing intake and assessment instruments proposed prior to the MHSOAC presentation.
- Review ACBHS Anasazi system and other participating agency data systems to identify evaluation indicators.
- Develop a participant consent form consistent with 45 CFR 46.117
- Select or develop quantitative process and outcome measurement and assessment instruments for each project.

- Pilot test all self-administered instruments and forms to ensure participant understanding and revise and retest as needed.
- Prepare staff for proctored administration of evaluation instruments, as required, to address low literacy.
- Employ a back-translation process to produce Spanish versions of self-administered instruments and forms as needed.
- Develop, pilot test, and revise semi-structured interview guides (key informant interviews) and topics for discussion (focus groups).
- Audio record and transcribe up to eight interviews or focused group discussions.
- Provide support, as needed, to develop and submit an application for Institutional Review Board (IRB) approval.
- Conduct assessments of learning and development, coaching, and TA assistance required to optimize INN project implementation.
- Provide TA for project development & implementation—data and release of information agreements, participant rosters, meeting schedules and structure management, support to identified meetings and planning sessions, among other backbone supports.
- Adapt an existing database or develop a secure password-protected database to house process and outcome evaluation data for each Innovation project.
- Provide TA to build capacity among project staff to collect and enter information into the evaluation databases.
- Monitor evaluation data collection, analyze data, and develop project data dashboards to facilitate staff engagement.
- Organize and participate in quarterly on-site evaluation progress reviews.
- Revisit project logic models at least every 4 months to edit to reflect emerging circumstances and changes.
- Develop an evaluation reporting and dissemination plan including a minimum of four evaluation communication products.
- Provide TA to build capacity among community members and project participants to
 present evaluation results to Board of Supervisors, other elected officials or identified
 group.
- Complete interim evaluation reports as required and a final progress report for each project.
- Performance Improvement Project (PIP)

ATTACHMENT B - FEE SCHEDULE

Youth for Changedba Strategies Center Amador County Behavioral Health Services Evaluation and Implementation of MHSA Innovation Projects April 01, 2017 through June 30, 2018

BUDGET

Consultant Hours (Inclusive of preparation time, travel time, direct service time, travel costs, mileage, materials, supplies, copies, conference line, web-based meeting platform, and indirect costs for all activities outlined in the SOW)	
Director of Applied Research and Evaluation	\$ 35,075
Center Director/External Evaluation Team	\$ 12,679
Senior Project Manager	\$ 9,200
Logistics and Support	\$ 1,546
Performance Improvement Project (PIP) Technical Assistance and Evaluation	\$ 5,520
PROJECT TOTAL	\$ 64,020

ATTACHMENT C - ALCOHOL POLICY

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

The undersigned, authorized signatory for Youth for Change dba Strategies Center, a California non-profit organization (the "Contractor") certifies as follows:

- Contractor has obtained and read a copy of the AMADOR COUNTY ALCOHOL-FREE AND DRUG-FREE WORKPLACE AND DRUG & ALCOHOL TESTING POLICY concerning maintenance of an alcohol-free and drug-free workplace as required by 41U.S.C Chapter 10 and California Government Code Section 8350 et seq.; and drug and alcohol testing as required by the Federal Highway Administration, 49 C.F.R. Part 382 and Department of Transportation procedures for transportation workplace drug testing programs, 49 C.F.R. Part 40.
- All of Contractor's officers, sub-contractors, and agents who perform services
 pursuant to the Contract to which this Attachment "C" is attached will abide by that
 policy as a condition of the Contract.
- If any of such officers, employees, sub-contractors, or agents violates the Amador County Alcohol-Free and Drug-Free Workplace and Drug & Alcohol Testing Policy, the County of Amador may terminate the Contract immediately.

Federal I.D. No. o	r Social Security No:6	8-0238941	
Printed Name:	Kathleen Shenk	Date	12/5/17
Title	Director		
Signature: Ko	athler The	nk.	

ATTACHMENT D -- BUSINESS ASSOCIATE AGREEMENT

This Business Associate Agreement ("BAA") is effective upon execution, and is appended to the Services Agreement ("Agreement") dated as of _______, 2017, made and entered into by and between the County of Amador and Strategies Center at Youth for Change a California non-profit organization, (the "Contractor").

RECITALS

- A. Amador County has entered into the Agreement whereby Strategies Center at Youth for Change, a California non-profit organization—("Business Associate") will establish and implement appropriate privacy and security safeguards with respect to "protected health information" (as defined below) that the Business Associate may create, receive, maintain, transmit, use or disclose in connection with the services to be provided by the Business Associate to Amador County Behavioral Health Department (the "Covered Entity"), and that such safeguards will be consistent with the standards set forth in regulations promulgated under the Health Insurance Portability and Accountability Act of 1996 (HIPAA) as amended by the Health Information Technology for Economic and Clinical Health Act of 2009, (HITECH). All references to regulatory Sections, Parts and Subparts in this Agreement are to Title 45 of the Code of Federal Regulations as in effect or as amended, and for which compliance is required, unless otherwise specified.
- B. Under the terms of the Agreement, the Covered Entity may make available and/or transfer to the Business Associate, and/or the Business Associate will generate or otherwise access confidential, personally identifiable health information in conjunction with services delivered on behalf of the Covered Entity.
- C. This confidential information may be used or disclosed only in accordance with HIPAA and the applicable regulations [including, but not limited to, 45 Code of Federal Regulations sections 164.502(e) and 164.504(e)] issued pursuant to HIPAA and the terms of this BAA, HITECH regulations, or more stringent provisions of State or Federal laws.
- D. Pursuant to Amador County Board of Supervisors Resolution No. 04-253, the Director of the Amador County Health Services Department, Behavioral Health Division is duly authorized to execute a Business Associate Agreement with Contractor, as required by HIPAA.

NOW, THEREFOR, in consideration of the obligations, benefits, and compensation provided to Business Associate under the provisions of the Agreement, and in order to ensure that it remains valid and complies with HIPAA, the parties agree as follows:

1. <u>Definitions</u>.

- a. Breach shall have the meaning given to such term under the HITECH Act [42 U.S.C. Section 17921]
- b. Business Associate shall have the meaning given to such term under the Privacy Rule, the Security Rule and the HITECH Act, including, but not limited to, 42 U.S.C. Section 17938 and 45 C.F.R. Section 160.103
- c. Covered Entity shall have the meaning given to such term under the Privacy Rule and the Security Rule, including, but not limited to, 45 C.F.R. Section 160.103
- d. Designated Record Set shall have the meaning given to such term under the

- Privacy Rule, including, but not limited to 45 C.F. R. Section 164,501
- e. Electronic Protected Health Information shall mean Protected Health Information that is maintained in or transmitted by electronic media
- f. Electronic Health Record shall have the meaning given to such term in the HITECH Act, including, but not limited to, 42 U.S.C. Section 17921
- g. HIPAA Rules shall mean the Privacy, Security, Breach Notification, and Enforcement Rules at 45 C.F.R. Part 160 and Part 164
- h. Individual shall have the same meaning as the term in Section 164.501 and shall include a person who qualifies as a personal representative in accordance with Section 164.502(g)
- Minimum Necessary shall mean the minimum amount of Protected Health Information necessary for the intended purpose, as set forth at Sections 164.502(b) and 164.514(d)
- j. Protected Health Information or PHI shall have the same meaning as the term in Section 160.103, limited to the information received from Covered Entity or created, received, maintained, or transmitted by Business Associate on behalf of Covered Entity
- k. Subcontractor shall mean a subcontractor of Business Associate that creates, receives, maintains, or transmits Protected Health Information on behalf of the Business Associate
 - Unsecured PHI shall have the same meaning as the term defined in Section 164.402, limited to the information received from Covered Entity or created, received, maintained, or transmitted by Business Associate on behalf of Covered Entity
- 2. Business Associate's Obligations and Compliance with HIPAA Privacy and Security Rules. Business Associate acknowledges that it is directly required to comply with the HIPAA Rules and that Business Associate (including its subcontractors) may be held directly liable and subject to penalties for failure to comply. Business Associate agrees not to use or further disclose PHI other than as permitted or required by this BAA, or as required by law. In meeting its obligations under this section, it is understood that Business Associate is not acting as the Covered Entity's agent. In performance of the work, duties and obligations and in the exercise of the rights granted under this BAA, it is understood and agreed that Business Associate is at all times acting as an independent contractor in providing services pursuant to the BAA and the Agreement.

Permitted Uses and Disclosure Except as otherwise provided in this BAA, the Business
Associate may use or disclose PHI to perform functions, activities or services for or on behalf of the Covered Entity as specified in the Agreement, provided that such use or disclosure would not violate HIPAA and its implementing regulations. The Business Associate may use and disclose the minimum necessary PHI for its proper management, administrative, and legal responsibilities as follows: A. The Business Associate may use the minimum necessary PHI for the Business Associate's proper management and administration, or to carry out Business Associate's legal responsibilities.

B. The Business Associate may disclose the minimum necessary PHI for the Business Associate's proper management and administration, or to carry out the Business Associate's legal responsibilities only if:

- (1) The disclosure is required by law; or
- (2) The Business Associate obtains reasonable assurances, evidenced in writing, from the person to whom the PHI is being disclosed that the PHI will be held confidentially and used or further disclosed only as required by law or for the purpose for which it was disclosed to the person; and
- (3) The person promptly notifies the Business Associate (who will in turn promptly notify the Covered Entity) of any instances of which it is aware in which the confidentiality of the PHI has been breached.
- 3. <u>Further Disclosure of PHI</u>. The Business Associate shall not use or further disclose any PHI that is created, received, maintained or transmitted on behalf of the Covered Entity, except as permitted or required by the Agreement, or as required by law.
- 4. <u>Safeguarding PHI</u>. The Business Associate shall develop, implement, maintain and use appropriate administrative, technical and physical safeguards to prevent the improper use or disclosure of any PHI that is created, received, maintained or transmitted on behalf of the Covered Entity for any purpose other than those expressly permitted under the Agreement. Business Associate agrees to comply with Subpart C of 45 C.F.R. Part 164 with respect to Electronic Protected Health Information. Business Associate must secure all Electronic Protected Health Information by technological means that render such information unusable, unreadable, or indecipherable to unauthorized individuals. Destruction of Protected Health Information on paper, film or other hard copy media must involve either shredding or otherwise destroying the PHI so that it cannot be read or reconstructed. Should any employee or subcontractor of Business Associate have direct, authorized access to computer systems of Covered Entity that contain PHI, Business Associate shall immediately notify Covered Entity of any change of such personal in order for Covered Entity to disable the previously authorized access.
- 5. Unauthorized Use or Disclosure of PHI. Business Associate agrees to mitigate, to the greatest extent possible, any harm that results from the breach, security incident, or unauthorized access, use or disclosure of PHI by Business Associate or its employees, officers. subcontractors, agents or other representatives. Following a breach, security incident, or any unauthorized access, use or disclosure of PHI, Business Associate agrees to take any and all corrective action necessary to prevent recurrence, to document any such action, and to make this documentation available to Covered Entity. Except as required by law, Business Associate agrees that it will not inform any third party of a breach or unauthorized access, use or disclosure of PHI without obtaining the Covered Entity's prior written consent. Covered Entity hereby reserves the sole right to determine whether and how such notice is to be provided to any individuals, regulatory agencies, or other as may be require by law. When applicable law requires the breach be reported to a federal or state agency or that notice be given to media outlets, Business Associate shall cooperate with and coordinate with Covered Entity to ensure such reporting is in compliance with applicable law and to prevent duplicate reporting, and to determine responsibilities for reporting. The Business Associate shall report to the Covered Entity any use or disclosure of the PHI not authorized in the Agreement or required by law of which it becomes aware, including any breach as required in Section 164.410 or security incident. In such report, the Business Associate shall:

- A. Identify the nature of the unauthorized use or disclosure;
- B. Identify the PHI used or disclosed;
- C. Identify who made the unauthorized use or received the unauthorized disclosure;
- D. Identify what the Business Associate has done or will do to mitigate any negative effects of the unauthorized use or disclosure:
- E. Identify what corrective action the Business Associate has taken or shall take to prevent future similar unauthorized use or disclosure; and
- F. Provide such other information, including a written report, as reasonably requested by the Covered Entity.
- 6. <u>Subcontractors and Agents</u>. The Business Associate shall require each of its subcontractors or agents to which the Business Associate provides PHI that is created, received, maintained or transmitted by the Business Associate on behalf of the Covered Entity, to comply with the same restrictions and conditions that apply through this BAA to the Business Associate with respect to such information, including the requirement to immediately notify the Business Associate of any instances of any breach, security incident, intrusion, or unauthorized access to or use or disclosure of PHI of which it becomes aware. Upon request, Business Associate shall provide copies of such agreements to Covered Entity. Business Associate shall implement and maintain sanctions against any agent, subcontractor or other representative that violates such restrictions, conditions or requirements and shall mitigate the effects of any such violation.
- 7. Access to PHI. The Business Associate shall provide an Individual access to PHI in a Designated Record Set as required by 45 Code of Federal Regulations section 164.524; and at the request of the Covered Entity, and in the time and manner designated by the Covered Entity, the Business Associate shall provide access to PHI in a Designated Record Set to Covered Entity or, as directed by Covered Entity, to an Individual.
- 8. <u>Amendments to Designated Record Sets</u>. The Business Associate shall make any amendment(s) to PHI in a Designated Record Set that the Covered Entity directs or at the request of the Individual, and in the time and manner designated by the Covered Entity in accordance with 45 Code of Federal Regulations section 164,526. If amendment to PHI is made by the request of an Individual to the Business Associate, the Business Associate shall notify the Covered Entity.
- 9. <u>Accounting of Disclosure</u>. Business Associate shall provide to an Individual information collected in accordance with 45 Code of Federal Regulations section 164,528; and Business Associate shall provide to the Covered Entity information collected in accordance with 45 Code of Regulations section 164,528, to permit Covered Entity to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with 45 Code of Federal Regulations section 164,528.

- 10. <u>Inspection of Books and Records</u>. The Business Associate shall make available its internal practices, books and records related to the use, disclosure and privacy protection of PHI received from the Covered Entity, or created and received by the Business Associate on behalf of the Covered Entity, available to any state or federal agency, including the Secretary of the United States Department of Health and Human Services for purposes of determining compliance with the privacy requirements and any related regulations or official guidance, in the time and manner designated by the Covered Entity or the Secretary. With reasonable notice, Covered Entity and its authorized agents or contractors may audit and/or examine Business Associate's facilities, systems, policies, procedures and documentation to determine compliance with the terms of this BAA. Business Associate shall promptly correct any violation of this BAA found by Covered Entity and shall certify in writing that the correction has been made. Covered Entity's failure to detect any unsatisfactory practice does not constitute acceptance of the practice or a waiver of Covered Entity's enforcement rights under this BAA.
- 11. <u>Return or Destruction of PHI</u>. Upon termination of the Agreement for any reason, the Business Associate shall:
 - A. Return or destroy all PHI received from the Covered Entity, or created or received by the Business Associate on behalf of the Covered Entity that the Business Associate still maintains in any form and retain no copies of such information, if feasible.
 - B. In the event that the Business Associate determines that returning or destroying the PHI is not feasible, the Business Associate shall provide the Covered Entity notification of the conditions that make return or destruction not feasible. If the Covered Entity agrees that return or destruction is not feasible, the Business Associate shall extend the protections of this BAA to such PHI and limit further use and disclosures of such PHI for as long as the Business Associate, or any of its agents or subcontractors, maintains such PHI for the purposes that make return or destruction infeasible.
- 12. <u>Termination of Agreement</u>. If the Covered Entity determines that the Business Associate has violated a material term of this BAA, the Covered Entity is authorized to terminate the Agreement.
- 13. <u>Amendment</u>. The terms of this BAA are subject to changes in the Health Insurance Portability and Accountability Act that may take effect at a time subsequent to the effective date of this BAA, and which shall be incorporated into this BAA by way of amendment executed by and between the Covered Entity and the Business Associate.
- 14. <u>Conflicts</u>. The terms and conditions of this BAA will override and control any conflicting term or condition of the Agreement. All non-conflicting terms and conditions of Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the Covered Entity and the Business Associate execute this Business Associate Agreement to be effective on the last date signed below.

Amador County Behavioral Health Department ("Covered Entity") Contractor: Strategies Center at Youth for Change, a

California non-profit organization

By: Melissa Cranfill
Director of Behavioral Health Department

Hathleen Shenk George Siler Director Executive Director

Date: 12/19/17

Date. DEC 05, 17

Board of Supervisors Agenda Item Report

Submitting Department: Planning Meeting Date: January 9, 2018

SUBJECT

Planning: Contract Amendment - Airport Land Use Compatibility Plan

Recommendation:

Approve third amendment to the Environmental Science Associates contract for the update to the Westover Field Airport Land Use Compatibility Plan and authorize Chair to sign.

4/5 vote required:

No

Distribution Instructions:

Planning (ALUC)

ATTACHMENTS

- ALUCP Memo to BOS.01-03-18.docx
- Westover ALUCP Contract Amendment 3 1.3.18.docx



AMADOR COUNTY COMMUNITY DEVELOPMENT AGENCY PLANNING DEPARTMENT

PHONE: (209) 223-6380 FAX: (209) 257-5002 WEBSITE: www.amadorgov.org E-MAIL: planning@amadorgov.org

COUNTY ADMINISTRATION CENTER

810 COURT STREET

JACKSON, CA 95642-2132

TO: Amador County Board Of Supervisors

FROM: Chuck Beatty, Planning Director

DATE: January 3, 2018

RE: Contract Amendment – Airport Land Use Compatibility Plan

Following the Airport Land Use Commission's December 18, 2017 hearing on the Airport Land Use Compatibility Plan, the Commission requested our consultant, Environmental Science Associates, to prepare a response to comments received during the meeting, and to revise the draft Plan to incorporate the comments.

These requests are outside of the original scope of work contained in the consultant's contract and will require an amendment to the contract to add the additional work requested by the ALUC at an additional cost of \$25,580. The total contract amount for the ALUCP Plan Update would then be \$82,016. Funding will be provided from the Planning Department's Professional Services budget.

Please see the attached contract and scope of work for additional information.

REQUESTED ACTION: Approve third amendment to the ESA contract for the update to the Westover Field Airport Land Use Compatibility Plan and authorize Chair to sign.

THIRD AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT

THIS THIRD AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT (this "First Amendment") is entered into as of January 3, 2018 by and between the COUNTY OF AMADOR, a political subdivision of the State of California (the "County") and ENVIRONMENTAL SCIENCE ASSOCIATES, a California corporation (the "Consultant").

RECITALS

- A. County and Consultant executed a Professional Services Agreement (the "Original Agreement") dated as of February 14, 2012 whereby Consultant agreed to provide planning services related to an update the Westover Field Airport Land Use Compatibility Plan and associated California Environmental Quality Act ("CEQA") documentation, upon the terms and conditions set forth in the Original Agreement. The Original Agreement was modified by that certain First Amendment to Professional Services Agreement dated as of October 27, 2015 ("First Amendment"). The Original Agreement, as modified by the First Amendment, is referred to herein as the "Agreement."
- B. County and Consultant desire to further modify the Agreement as provided in the Second Amendment dated May 4, 2017.
- C. County and Consultant desire to further modify the Agreement as provided in this Third Amendment.

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

- 1. The Work referenced in the Original Agreement as modified by the First and Second Amendments are amended to only include the additional Tasks described in Attachment A to this Third Amendment and incorporated herein by this reference.
- 2. The Compensation to Consultant described in last sentence of Paragraph 5.1 of the Agreement shall be increased by Twenty Five Thousand Five Hundred and Eighty Dollars (\$25,580), with a revised Cost-Not-To-Exceed Limit of Eighty Two Thousand and Sixteen Dollars (\$82,016) for completion of the Work.
- 3. Except as set forth in this Third Amendment, the Agreement shall remain unmodified and in full force and effect.

[SIGNATURES ON FOLLOWING PAGE]

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

COUNTY OF AMADOR	CONSULTANT:		
BY:	BY: Name: Steven R. Alverson Title: Senior Vice President		
APPROVED AS TO FORM: GREGORY GILLOTT, AMADOR COUNTY COUNSEL	ATTEST: JENNIFER BURNS, CLERK OF THE BOARD OF SUPERVISORS		
BY:	BY:		

ATTACHMENT A – ADDITIONAL TASK

SCOPE OF WORK CONTRACT AMENDMENT REQUEST

The following scope of work would replace the existing contract ESA has with Amador County, as modified by Amendments 1 and 2. Only Tasks 1 through 4 as outlined below would be undertaken by ESA from this point forward:

- 1) **Task 1 Prepare Responses to Comments.** Provide written responses to comments on letters formally received as of December 18, 2017, which include letters from several property owners, the City of Sutter Creek, City of Jackson, and Caltrans.
- 2) **Task 2 Revise ALUCP.** Prepare two iterations of the ALUCP to incorporate comments received. These two iterations include the Revised Public Review Draft ALUCP that will be taken to the ALUC for adoption and will have all edits in TRACK CHANGES; the second iteration will be the Adopted ALUCP that will be prepared after the ALUC adopts the plan. This task assumes that no substantial edits will be necessary for either iteration of the ALUCP, and that the County will provide all the required new data in GIS format.
- 3) **Task 3 Participate in Conference Calls.** Participate in up to three one-hour long conference calls with County staff to discuss outstanding issues with the ALUCP. It is anticipated that the three conference calls would be with the City of Sutter Creek, City of Jackson, and Caltrans staff. It is assumed these conference calls would be coordinated by the County staff.
- 4) **Task 4 Attend Hearing.** Participate in up to one final hearing with the ALUC. If ESA is requested to attend other meetings, it would cost an additional \$756 per meeting (this assumes one ESA staff to attend one two-hour meeting with travel time).

We anticipate that the above tasks would total an additional \$25,580.

Board of Supervisors Agenda Item Report

Submitting Department: Public Works Meeting Date: January 9, 2018

SUBJECT

Public Works: 16-03 New York Ranch Road / Ridge Road Intersection Improvement Project Contract Change Order

No. 3 - Final Payment

Federal Aid Project No.: HSIPL 5926 (039); HRRRL 5926 (040)

Recommendation:

1. Approve Contract Change Order No. 3

2. Authorize the Chairman to sign Contract Change Order No. (three copies)

4/5 vote required:

No

Distribution Instructions:

CAO, County Counsel, Auditor, Risk

ATTACHMENTS

- 5515-5535_BOS CCO3_Staff Memo.pdf
- CCO#003 Cover.pdf
- CCO#003 Dept VC Signed.pdf



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: Jered Reinking, Interim Director

DATE: January 9, 2018

SUBJECT: Contract Change Order No. 3 - Final Payment

16-03 New York Ranch Road / Ridge Road Intersection Improvement Project

Federal Aid Project No.: HSIPL 5926 (039); HRRRL 5926 (040)

CONTACT: Jered Reinking (223-6226)

Overview

This project constructs road widening, turn/merge lanes and installation of traffic signals/lighting. Contract Change Order No. 3 is necessary to authorize the remaining payment to Vinciguerra Construction (Contractor) for extra work ordered by the Department for various justifiable reasons that arose during the course of work. Certain extra work items contained in Contract Change Order No. 3 were performed under field instructions issued by the Department to Contractor, as the work was necessary to prevent delay of the project at the time the extra work was required.

Requested Actions:

- 1. Approve Contract Change Order No. 3
- 2. Authorize the Chairman to sign Contract Change Order No. 3 (three copies)

Fiscal Impact

The engineer's estimate of probable construction cost for this contract was \$2,175,000. The original Contract Amount was \$2,279,942. The current Contract Amount, if Contract Change Order No. 3 is approved, is \$2,600,000.00. These improvements are funded with a combination of revenue from the Federal High Risk Rural Road Program (HR3), Federal Highway Safety Improvement Program, Local Traffic Impact Mitigation Fees, Proposition 1B, SDF (Gaming) from the Jackson Tribe of Miwuk Indians, ACTC (Regional Surface Transportation Program), Gas Tax Reserves and the County General Fund.

BACKGROUND

This project is being funded primarily by Federal Aid # HSIP 5926(039), # HRRR 5926(041) both of which began in late 2008. Beginning in January 2009, Stantec Consulting, Inc. was hired to provide Environmental Clearance Services, Right-of-Way Appraisal and Acquisition Services, and Engineering-Design Services for the project. Environmental Clearance was achieved in April 2012 for both CEQA and NEPA as a Mitigated Negative Declaration and Categorical Exclusion, respectively. Right-of-Way Acquisition and Utility Relocation Design work was completed in Summer 2015. Engineering Design of the project was completed in Summer 2015. The project was bid in Spring 2016. Vinciguerra Construction (Contractor) was the low bidder and was awarded the construction contract in the amount of \$2,279,942. Contractor started work in June 2016. Due to weather during the Fall 2016, project construction was suspended for the Winter 2016/2017. The Contractor resumed work in March 2017 and achieved substantial completion of the project in July 2017. All punch list items were completed by the contractor and the resident engineer field

Contract Change Order No. 3 Construction Contract 16-03 1/9/2018

accepted the project as complete on September 27, 2017. On October 10, 2017, the Board of Supervisors formally accepted the work as complete (Resolution No. 17-117). A Notice of Completion was filed with County recorder on October 10, 2017. The stop notice period has been exhausted and the department has cleared all valid stop notices.

DISCUSSION

A detailed justification summary and supporting cost information for each item are included in the Contract Change Order No. 3 is attached.

Pending approval and execution of the Contract Change Order No. 3 by the chairman, the department will process the final estimate and payment to Vinciguerra Construction in the amount shown on the CCO #3. There are no pending disputed claims between the County of Amador and Vinciguerra Construction. The department will prepare a final agreement and release of claims and process accordingly.

MEASURES/EVALUATION

Measures or an evaluation are not applicable to this agenda item.

LEGAL ANALYSIS

Legal Analysis is not applicable to this agenda item.

FINANCIAL ANALYSIS

The engineer's estimate of probable construction cost for this contract was \$2,175,000. The original Contract Amount was \$2,279,942. The final Contract Amount, including Contract Change Order No. 3 is \$2,600,000.00.

Staff will process an amendment to Fiscal Year 2017-18 Approved Department Budget to cover the increase above the authorized contract amount as of Contract Change Order No. 2 (\$2,415,275.92). The final total change order amount for the construction contract is \$320,058.00, which represents a 14.04% increase above the original contract amount (\$2,279,942.00).

Attachments:

Contract Change Order No. 3 Cover Contract Change Order No. 3

COUNTY OF AMADOR DEPARTMENT OF TRANSPORTATION AND PUBLIC WORKS INTER-OFFICE CORRESPONDENCE

December 27, 2017

To: Aaron Brusatori, Director

From: Jered Reinking, Senior Civil Engineer

Project Manager

Subject: Contract No. 16-03 New York Ranch Road / Ridge Road Intersection Improvement Project

Change Order No. 3

Contractor: Vinciguerra Construction

Contact: Jered Reinking (209) 223-6226

		Percent of Original Contract Amount
Original Contract Amount	\$2,279,942.00	
Total Change Order Limit for Director's and CAO's Combined Authority	N/A	N/A
Previous Change Orders	\$135,333.92	5.94%
This Change Order	\$184,724.08	8.10%
Total Change Orders To Date	\$320,058.00	14.04%
Authority Remaining After Change Order 3	N/A	N/A
New Contract Amount	\$2,600,000.00	

Please deliver the original signed change order back to me as soon as possible to assure prompt payment to the Contractor.

Attachments: Change Order No. 3, Justification Summary, Field Instruction No. 9, 10, 11, 12, 13, 14, 15, 16, and Final Contract Item Quantity Balancing.

Sutter Creek, CA 95685

Contract Change Order No. 3

To: Vinciguerra Construction, Contractor

You are hereby directed to make the herein described changes from the plans and specifications or do the following described work not included in the plans and specifications or do the following described work not included

Description of wo	pecifications on this contract. ork to be done, quantities and prices to be paid ally used and no allowances will be made for	d. Unless otherwise s	tated, rates for rental of e	quipment cover or	nly such time as
1 Fl 09	Extra Work at Force Account - Retaining Wall		duested by Resident Eligi		001.050.11
2 PC04; FI 11	Extra Work at Force Account - Intersection Con	INCREASE:	\$24,058.41		
3 FI 12	Extra Work at Force Account - Retaining Wall 1	INCREASE:	\$6,032.10 \$11,538.97		
4 PC 03; FI 13	Extra Work at Force Account - Street Light Rele	INCREASE:	\$5,584.94		
5 FI 14					\$4,464.52
6 FI 15	50/50 Flagging Cost Share (December 16, 2016	INCREASE:	\$12,992.28		
	FI 16 Extra Work at Force Account - Change PG&E Lid @ No. 6 Box				
B N/A Final Contract Item Quantity Balancing					\$8,174.35 \$10,919.40
9 FI 10	Extra Work at Agreed Lump Sum - Retaining W	all No.1 and 3 Backfill		INCREASE:	\$123,009.11
10 N/A	Director Days	STANGO RUN FUSTRIMA		N/A	\$0.00
11 N/A	Adjustment for CCO No.1 PC02;FI05 Extra Wo	rk paid as Contract Iten	No. 53 Work	DECREASE:	(\$22,050.00)
			Total Cost:	INCREASE:	\$184,724.08
Original Contract:	\$2,279,942.00 Change Order Totals:	\$320,058.00	New Contract Cost: Total		\$2,600,000.00
y reason of the ord	er the time of completion will be adjusted as follow	vs:	Add Thirty-Six (36) Wor	king Days	
Submitted by:	ONA.	Resid	ent Engineer	Date:	12/27/17
Approval Reco	ommended:	Proj	ect Manager	Date:	12/27/17
Approved by:	an M	Director, Tr	ansportation	Date:	0/4/17
ndirect, and hereby a therwise be noted a	d Contractor, have given careful consideration to the agree, if this proposal is approved, that we will probove, and perform all services necessary for the we extensions shown above.	vide all equipment, furn	ish all materials, except as m	ay	
	or does not sign acceptance of this order, his attention the ordered work and filing a written protest within the ordered work and the o		fied.	s as to	
23	35 Spanish Street		Chairman, Do	ara or Supervisors	

JUSTIFICATION SUMMARY -- Contract #16-03, CCO No. 3

V Item 1 REQUEST:

> Extra Work at Force Account - Retaining Wall No. 1 Foundation **CHANGE FOR:**

At Retaining Wall No. 1, extend existing 24" CMP and place compacted fill sloped to elevation required for footing foundation. Estimate \$25,000

\$24,058.41 FI 09 Increase:

Justification: On April 20, 2017, staff issued Field Instruction No. 9 to resolve a design issue at the foundation/footing area of Retaining Wall No. 1 from approximately STA "A" 15+75 to 16+75. Between March 30, 2017 and April 7, 2017, Staff and Contractor had several correpsondence/converations regarding the initial construction staking of the lowest foundation area (deepest part of the retaining wall, approximately a 100 foot linear section along the layout line). The particular concern was the design elevations for several of the lowest foundation steps relative to the actual original ground encountered in the field after clearing the area. The area was previously heavily vegetated with trees and dense brush. The existing topography from STA "A" 15+75 to 16+75 consisted of a steep slope, with an existing 24" culvert outlet draining into a channel at the lowest point in the County R/W. After some investigation, it became plausible that the design elevations of the bottom of the retaining wall were not low enough to embed the proposed foundation into the actual original ground. A fill slope may be required to establish enough area for the foundation construction. To be certain of the condition and to verify this issue was not a miscalculation in the field, Staff ordered additional field survey to be performed by the construction surveyor to confirm the condition.

> In addition to the found discrepancy of the actual original ground elevation versus the original ground data used for design, the existing 24" culvert outlet was not located in the correct location on the plan, causing confusion in the field. It was determined that the existing 24" culvert, as shown on the plan, was misrepresented and that the true location of the existing 24" culvert was established during the field review of this issue. To resolve these issues, consideration was given towards modifying the foundation/footing elevation configuration in the field. This solution was not a preferred option because this would effectively be a redesign of the retaining wall. This option would have likely caused a long schedule delay with greater impacts to overall cost. Therefore, instruction was given to the Contractor to extend the existing culvert at the correct location and fill slope to the design elevation of the foundation/footing between STA "A" 15+75 to 16+75, leaving the design of the retaining wall unchanged. This change in the scope of work is eligible for additional payment to the Contractor uner Section 4-1.05, "Changes and Extra Work," of the Standard Specifications. The Contractor has requested extra payment to perform the described work. The Contractor is also requesting five (5) additional working days to compensate for the delay caused by the extra work. Staff recommends approving five (5) additional working days.

Item 2 REQUEST:

> Extra Work at Force Account - Intersection Control Software CHANGE FOR:

Furnish and install McCain 2033 Intersection Control Software and provide technical field support from manufacturer. Estimate \$3,200

PC04: FI 11 Increase: \$6,032.10

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Justification: On July 24, 2017, Staff issued Field Instruction No. 11 to the Contractor requesting the furnishing and installation of intersection control software. On July 20, 2017, Staff discovered that the intersection control hardware had been installed in the signal cabinet without control software loaded. The control software is required to operate the traffic signal, generally. Without installation of a suitable control software program, the traffic signal system could only be hardwired to function in the temporary flash mode. After discussing the issue with the electrical subcontractor, the electrical subcontractor claimed that furnishing and installing software was not part of the contract. After investigating the claim, it was determined that the electrical subcontractor was correct. Since full operation of the traffic signal was an essential safety need, Staff immediately ordered appropriate control software from the Contractor and scheduled installation within a week. This change in the scope of work is eligible for additional payment to the Contractor uner Section 4-1.05, "Changes and Extra Work," of the Standard Specifications. The Contractor has requested extra payment to perform the described work.

Item 3 REQUEST:

> Extra Work at Force Account - Retaining Wall No. 3 Foundation CHANGE FOR:

At Retaining Wall No. 3, over excavate 10 below the lowest bottom step for length and width of the foundation. Place and compact 10 inches of class 2 aggregate base in the over excavated area. Estimate \$10,000

Increase: \$11,538.97 FI 12

٧

Justification: On April 17, 2017, Staff issued Field Instruction No. 12 to the Contractor to perform extra work at the foundation of Retaining Wall No. 3. The contractor had initially performed excavation and attempted compaction at Retaining Wall No. 3 foundation. The foundation was subsequently tested by the County Materials Tester, and failed to meet the 95% Relative Compaction requirements. The results averaged 93% Relative Compaction. The excavation and compaction was taking place in a roadway embankment, consisting of some kind of imported fill material. Visual observations by the Contractor, County Materials Tester and Staff indicated that oversatruated soil and pumping in some areas. Visual insepction of the soil cut at the roadway indicated likely presense of silts, sand and clayey material, as confirmed by soil borings previously analyzed by the geotechincal engineer. As a result. Staff ordered the overexcavation and placement of a 10" layer of class 2 aggregate base to stabilize the foundation and achieve the relative compactionrequirement. This change in the scope of work is eligible for additional payment to the Contractor uner Section 4-1.05, "Changes and Extra Work," of the Standard Specifications. The Contractor has requested extra payment to perform the described work. The Contractor has requested extra payment to perform the described work. The Contractor is also requesting one (1) additional working day to compensate for the delay caused by the extra work. Staff recommends approving one (1) additional working day.

Item 4 REQUEST:

Extra Work at Force Account - Street Light Relocation near "B" 7+50 CHANGE FOR:

Bid Item #80, Signal and Lighting, Bid Price \$299,000

\$5,584.94 Increase: PC 03; FI 13

Justification: On September 6, 2016, Staff requested requested a cost proposal from the Contractor to modify the lighting plan. Specifically, Staff requested a cost from the Contractor to relocate an existing light standard from one side of New Yrok Ranch Road to the south east corner of Trent Way. The relocation of the light standard was required due to PG&E requirements for restricting luminaires to a certain clearance from PG&E overhead power lines. The original plan called for a luminaire to be mounted on the existing PG&E pole, however, the request from PG&E to relocate the light standard was not made in time for the County's Design Consultant to incorproate the change into the plan. On July 26, 2017, the Contractor proceeded with the relocation of the light standard on a force account basis. This change in the scope of work is eligible for additional payment to the Contractor uner Section 4-1.05, "Changes and Extra Work," of the Standard Specifications. The Contractor has requested extra payment to perform the described work.

٧ Item 5 REQUEST:

Extra Work at Force Account - Remove/Install Electrical Boxes @ NY Ranch/Trent

CHANGE FOR:

Bid Item #80, Signal and Lighting, Bid Price \$299,000

FI 14 Increase: \$4,464.52

Justification: On June 29, 2017, Staff issued Field Instruction No. 8 to remove two (2) existing pull boxes at the southeast corner of Trent Way/New York Ranch Road. After removal of the existing pull boxes, two (2) new traffic rated #5 pull boxes were installed to finished grade. Because of the widening and positve superelevation of the road in that area, those boxes had to be raised and adjusted to new finshed grade to complete the cable and conduit installation in that area of the project. This change in the scope of work is eligible for additional payment to the Contractor uner Section 4-1.05, "Changes and Extra Work," of the Standard Specifications. The Contractor has requested extra payment to perform the described work.

٧ Item 6 REQUEST:

50/50 Flagging Cost Share (December 16, 2016 through July 26, 2017) CHANGE FOR:

Bid Item #4, Traffic Control System, Bid Price \$40,000.00, CCO#2 \$19,297.49

FI 15 Increase: \$12,992.28

Justification: On September 19, 2016, Staff issued Field Instruction No. 8 to address the provisions for 50/50 flagging costs sharing between County and Contractor. The Contractor shall furnish flaggers in accordance with Section 12-5, "Traffic Control System for Lane Closure," of the Special Provisions. Payment for flaggers is as specified in Section 12-1.03, "Flagging Costs," of the Standard Specifications. In addition to flagging, Contractor shall furnish additional traffic control devices in the form of rumble strips. Payment for the rumble strips will be shared and the County will receive one rumble strip set at the end of project construction. The payment for cost sharing is determined by the provisions in Section 9-1.04, "Force Account," of the Standard Specifications.

Item 7 **REQUEST:**

Extra Work at Force Account - Change PG&E Lid @ No. 6 Box **CHANGE FOR:**

Bid Item #82, Utility Work, Bid Price \$75,000.00

Increase: \$8,174.35

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Justification: On May 22, 2017, Staff issued Field Instruction No. 16 to address PG&E inspection comments on the installed #6 box on the north side of the intersection. Although County Staff and PG&E Staff worked together during the Utility phase of the project to identify the correct design and components for their relocated facilities, the installation of a traffic rated lid (concrete lid) was rejected by the PG&E inspection staff after the lid was installed on the new #6 box by the Contractor, Subsequently, PG&E requested that the County and Contractor switch the lid with another type of lid. The completion of the relocation of the PG&E facilities was a critical path item at the time the field instrcution was issued, so the Staff had to comply with the PG&E request to furnish and install the alternate lid and assembly in order to complete the relocation and finsh the project. This change in the scope of work is eligible for additional payment to the Contractor uner Section 4-1.05, "Changes and Extra Work," of the Standard Specifications. The Contractor has requested extra payment to perform the described work.

٧ Item 8 REQUEST:

Final Contract Item Quantity Balancing

CHANGE FOR:

Final Contract Item Quantity Balancing

Increase \$10,919.40 N/A

Justification: Final balancing change order for final accounting of all item work. See attached

summary.

٧ Item 9 REQUEST:

Extra Work at Agreed Lump Sum - Retaining Wall No.1 and 3 Backfill CHANGE FOR:

At Retaining Wall No. 1 and 3, Blend approximaetly 50% of native or other material generated within the project limits with 50% of imported recycled class 2 aggregate base for placement and compaction in the "reinforced backfill" zone.

\$123,009.11 FI 10 Increase:

Justification: On April 19, 2017, staff issued Field Instruction No. 10 to resolve a material issue for the reinforced backfill zone at Retaining Wall No. 1 and 3. After review of the claim submitted by the contractor, it was agreed to compensate the contractor for additional materials, labor and equipment time associated with the claimed work involved with furinshing and placing reinforced backfill zone at Retaining Wall No. 1 and 3.

٧ Item 10 REQUEST:

Director Days CHANGE FOR: Director Days

Increase: \$0.00 N/A

Justification: Grant thirty (30) additional working days per Section 8-1.10D "Director Days" of

the Standard Specifications.

Item 11 REQUEST:

Adjustment for CCO No.1 PC02;FI05 Extra Work paid as Contract Item No.

53 Work

CHANGE FOR:

Reduce Amount Paid under Authorized Extra Work Item

N/A Decrease (\$22,050.00)

Justification: A portion of Item 1 on CCO No. 1 PC02;FI05 Revised Retaining Wall No. 2 Ultra

Block Wall was paid for as Contract Item No. 53 work at Unit Price. The total amount of extra work needs to be balanced out to reflect this method of payment for Item 1 on CCO No. 1. This is a net no cost change order to the contractor and

County, eventhough a decrease is identified.



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

16-03 - New York Ranch Road / Ridge Road Intersection Improvement Project

OWNER CONCURRENCE

FI #009: Connect to Exist 18" Culvert @ "A" STA 16+35.71 LT/Foundation Work RW1

FI No.	Date	Subject	Cost	Time
		Connect to Exist 18" Culvert @ "A" STA 16+35.71 LT/Foundation Work RW1	\$24,058.41	5 wd
		Totals:	\$24,058.41	5 wd

Note: Total Cost = DEWR1(\$22,468.53) + DEWR2(\$1,589.88)

We have reviewed the proposed cost and time extension for the above referenced Field Instruction and concur with the amendment.

Jered Reinking PE

Project Manager

Aaron Brusatori, PE

Director

Date:

Date: 8/22/17

Cc: File



AMADOR COUNTY COMMUNITY DEVELOPMENT AGENCY

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

Bid No. 16-03 New York Ranch Road / Ridge Road Intersection Improvement Project

FIELD INSTRUCTION No. 09

TO: Austin Vinciguerra, Project Manager Vinciguerra Construction

DATE: 4/20/17

SUBJECT: Connect to Exist 18" Culvert @ "A" STA 16+35.71 LT/Foundation Work RW1

SPEC:

DESCRIPTION OF WORK:

The 18" Reinforced Concrete Pipe (RCP) at "A" Sta 16+85.39 LT is not to be constructed as shown on the contract plans. The location/work has been revised as described in this field instruction. In general, the revised location/work includes; 1) Delete construction of Concrete Collar and 24 LF of 18" RCP at "A" Sta 16+85.39 LT; 2) Delete construction of 18" Concrete Flared End Section at "A" Sta 16+81.33 LT; 3) Add construction of Corrugated Metal Pipe (CMP) dimple band connection and 20 LF of 18" CMP at "A" Sta 16+35.71 LT; 4) Place 10 CY of RSP (Light, Method B) fill in existing outlet channel for CMP foundation bedding; 5) Place 3 CY of three sack popcorn slurry backfill above 18" CMP; and 6) Fill and slope (2:1 ratio) 150 CY embankment material above 18" CMP to bench elevation at Ret. Wall No. 1 as directed by the Engineer,

Estimate Extra Work at Force Account = \$25,000

COMMENTS:

Pursuant to Section 4-1.05, "Changes and Extra Work," of the Standard Specifications, Vinciguerra Construction is to proceed with work as described herein.

ATTACHMENTS:

None

Issued by:

Jered Reinking

Resident Engineer

Amador County

Agreed by:

Austin Vinciguerra

Date

Project Manager

Vinciguerra Construction

Authorized by:

Jered Reinking

Project Manager **Amador County**

GOLDENROD -CONTRACTOR

CASEWB

|--|

CONTRACT NO.

0198 PARTNERING SWITCH BUSINESS PHONE PP RW PAGE SUB \$23,995.64 \$23,995.64 8,789.12 2,900.41 Equipment Charges CEM-4902C Material Charges CEM-4902D Labor Charges CEM-4902B * 50 % FLAG IN CASE OF QUESTION CONTACT というからい ATTACHED TO THIS BILL ARE: REPORT NO. (Resident Engineer's Use Only) 80 J. 2 TOTAL COST SUMMARY, STANDARD MARKUPS & SUBCONTRACTOR MARKUP XXX Total Labor (C)+(D)+(E)+(F)+Surcharges Total Equipment, Materials & Labor FA Performance and Payment Bond Cotal Other Labor Expense (F) 5 33% Standard Labor Markup Austra S Total Subsistence (E) Below is a breakdown if the labor and material tracked for the impacts to prepare the foundation at Wall No.01 FA × GRAND TOTAL -/+ + NAME Eqp Per Lab Per CEPED 1,469.32 1,218.93 1,817.81 10,700.96 4,963.92 538.07 \$9,482.03 1,605.14 \$12,306.10 DATE RECEIVED \$8,789.12 DATE OF ACTIO CONT. RPT. NO. NOPER(Attached is a Breakdown of the Equipment, Labor, and Material. CONT. JOB NO. RETURNED FOR CORRECTION FOR RESIDENT ENGINEER'S USE ONLY APPROVED FOR PAYMENT Total (A) + (B) + Standard Mark-up Subtotal Equipment & Materials Total (C) + (D) + Surcharges 1 29.60% Premium Labor Surcharge W 29.50% Regular Labor Surcharge Total Premium Labor (D) Total Regular Labor (C) 17 REPORT Total Equipment (A) Total Materials (B) 15% Standard Mark-up VINCIGUERRA CONSTRUCTION (Prime Contractor's Representative) 98 DATE OF 95 SIGNATURE (Resident Engineer) 03 DESCRIPTION OF WORK RESUBMITTAL 02 WORK PERFORMED BY DATE PERFORMED NEW BILL MISC SIGNATURE

M 2022 228

CANARY -RESIDENT ENGINEER

Extra Work Wall No. 01

The Field conditions encountered, at wall wool differed from what was indicated on the plans. the Locatron of the Drainage Pipe Extension was Horizontally Diffrent. The Low Elevation Point and Eroded Ditch were not accurately represented on the Plans.

the Extra work inclueds Extending the (E) 18" culvert Pipe, Clearing + Grubbing Il tree Remove), EARTH WORK Benchmy / Fill Necessary To Propore the Foundation for the MSE Wall. Propore

PICK UP MATERIAL NECESSARY TO Extend CULVERT.

ERIC WOOTKINS 2hr C3500 TRUCK 2hr PAC COMUGATED INVOICE SO302408

Fill, Extend culvert, PLACE Rip RAP.

casey Vinciqueira 10 Young Boone Davidson 10 10 ROCKY LISTER DOUG TAYLOR 8.5 PADIO / FIGURE George React Invoice 100/19607 + 241 TRAKKING Bur JOHN DEERE 450 Shr CAT 299 d 97hr Sno TEN WHEELER ESSO TO LICH

229

FRIDAY 4/21/17 PLACE ADDITIONAL PLACE BCY OF SA wall NO.01 FIN SANO SLURRY PABLO Figuera Boone DADIDSON ghr 9hr ROCKY LISTER DIM 9hr 9hr Knife River Invoice NO. 188405 CAT 325 EXC Deere 450 EXC CAT 314 EXC 8hr Shi She DUMP TRUCK 8hr Shr FSSO TRUCK 9hr SATURDAY 4/22/17 complete Fill and TRIM SLOPES AT WALL NO. 3 9hr Sim young 8hr CAT 305 BL DUMP TRUCK TRUCK

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SALES ORDER

SO302408

Page: 1

Date: 4/19/2017

Requested Delivery

Date:

User ID: MWILLIS

CSP HDPE SRP + Accessories

VINCIGUERRA CONSTRUCTION-COD 235 SPANISH ST

Sutter Creek, CA 95685

United States

Ship Via Walk In picked up COD

Ship

To: VINCIGUERRA CONSTRUCTION-

5999 POWER INN RD SACRAMENTO, CA 95324

United States

Customer ID

C44580

Project Name Contract No.

Sold

To:

Quote No. Bid

Ref.

Description

P.O. Number

Terms

P.O. Date SalesPerson

4/19/2017 House Account 1200

C.O.D.

Quantity Length Unit Unit Price **Total Price** 18" Galv CSP 16ga 18" Galv Dimple Band 20LF Each 242.77 242.77 N/A Each 17.00 17.00

> Subtotal: 259.77 Invoice 0.00 Total Sales Tax: 21.44

Total:

281.21

Subject to Terms and Conditions - See Reverse PCP - Sacramento

5999 Power Inn Road norcal@pcpipe.com

Sacramento

CA

95824 Ph: 916.383.4891 Fax: 916.383.5420



P.O. Box 66001, Stockton, CA 95206 Ph: (209) 933-6980 Central Dispatch: (800) 464-6572 (209) 933-6999

INVO	ICE
INVOICE I 188	
INVOICE DATE	PAGE
04/21/17	1 of 1
CUSTOMER 412	*******
BRANCH	PLANT

BILL TO: WAYNE VINCIGUERRA 235 SPANISH STREET SUTTER CREEK CA 95685

550730 CCI - READY MIX AMADOR SALES OFFER NUMBER

156527 CUSTOMER P.O.

	TERMS		UE DATE		DELIVERY AD		
Net 30 Days 05/2		/21/17		YORK RANCH	RD/SUTTER		
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Terms: If Buyer fails to make any payment when due, Buyer agrees to pay Seller late charges at the rate of eighteen percent (18%) 233 per annum on all past due, unpaid amounts. If any legal action is brought for enforcement of any sums due under this invoice, Concrete, Inc. shall be entitled to recover reasonable attorney fees and other court costs incurred in such action, in addition to other relief to which it may be entitled.



Concrete, Inc. dba

Amador Transit Mix, Inc.

P.O. Box 66001. STOCKTON, CA 95206 Telephone: 209-223-0406 Fax: 209-267-9040

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Contr Lic # 211337

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Invoice Date: 4/20/2017

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WAYNE VINCIGUERRA 235 Spanish Street Sutter Creek, CA 95685

Plant GRI - Jackson Valley

3421 Jackson VAlley Rd.

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CA - 95642

Phone: 209-274-2018

Fax:

209-274-2252

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New York Ranch Rd. - Amador Co.

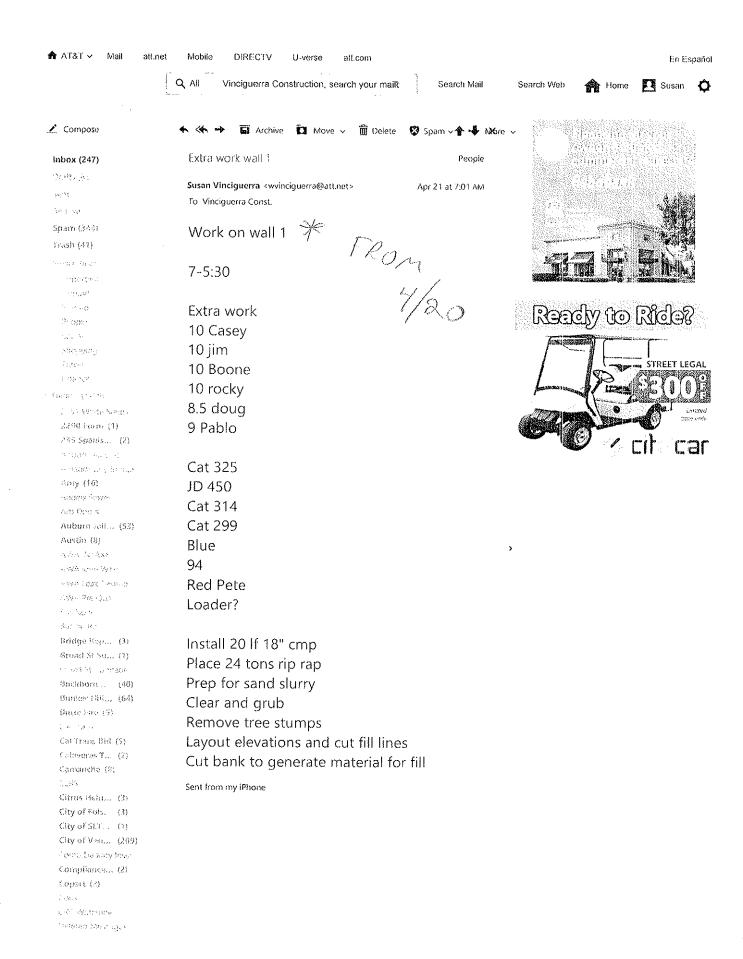
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235

Remit To: George Reed, Inc P.O. Box4760 MODESTO, CA 95352 Phone: 209-571-4104

RIMS: ALLL ACCOUNTS DUE AND PAYABLE THE 10th OF THE MONTH FOLLOWING DATE OF PURCHASE, OVER JE ACCOUNTS SUBJECT TO INTEREST AT 1 1/2% PER MONTH, PURCHASER AGREES TO PAY REASONABLE TORNEY'S FEE INCURRED IN COLLECTING PAST DUE ACCOUNTS WITH OR WITHOUT LEGAL ACTION TOGETHER ITH ALL COURT COSTS INVOLVED.



Project Name: NEW YORK RANCH ROAD / RIDGE ROAD INTERSECTION IMPROVEMENT PROJECT

Contractor Name: VINCIGUERRA CONSTRUCTION

Payroll Number: 24-0

For Week Ending: 04/22/2017

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Public works Certified Payroll Reporting Form 05/01/2017 - Page 4

Project Name: NEW YORK RANCH ROAD / RIDGE ROAD INTERSECTION IMPROVEMENT PROJECT

Contractor Name: VINCIGUERRA CONSTRUCTION

Payroll Number: 24-0

For Week Ending: 04/22/2017

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Public Works Certified Payroll Reporting Form 05/01/2017 - Page 2

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Public works Certified Payroll Reporting Form 05/01/2017 - Page 3

Certification under penalty of perjury:

"I, WAYNE VINCIGUERRA, the undersigned, am the OWNER (position in business) with the authority to act for and on behalf of VINCIGUERRA CONSTRUCTION (name of business and/or contractor), certify under penalty of perjury that the records or copies thereof submitted and consisting of certified payroll records for the week ending 2017-04-22 are the originals or true, full, and correct copies of the originals which depict the payroll record(s) of the actual disbursements by way of cash, check, or whatever form to the individuals named. I certify this on 2017-05-01."

Contractor Name: VINCIGUERRA CONSTRUCTION

Contractor PWCR: 1000008694

License Number 358838 License Type: CSLB

Address: 235 SPANISH STREET, SUTTER CREEK, CA 95685

FEIN: 942509892

Contractor Email: WVINCIGUERRA@ATT.NET

Awarding Body: COUNTY OF AMADOR

insurance Number: NA

Contract With: COUNTY OF AMADOR

County: AMADOR

DIR Project ID: 87572

Payroll Number: 24-0

For Week Ending: 04/22/2017

Is this a 'Statement of Non-Performance?'

Location Description: INTERSECTION OF RIDGE ROAD AND NEW YORK RANCH ROAD IN

UNINCORPORATED AMADOR COUNTY

Project Name: NEW YORK RANCH ROAD / RIDGE ROAD INTERSECTION IMPROVEMENT

Number Creck 3281 Wage Paid For 1,147.46 221.48 Pension Total Deduct 9.00 Health & Welf Other 0.00 4.50 Deductions, Contributions, and Payments Holiday Savings Vac/ 0.00 0.00 12.32 Trav/ Subs 0.00 g State Tax 53.94 00.0 Dues 104.72 Admin FICA Fund 0.0 Training Federal Tax 46.00 4.50 1,368.94 Projects Gross Amount Earned ¥ Project 530,44 inis Pay Rate Hourly 50.24 64.26 0.00 Total Hours 8.00 2.00 0.00 04/22 0.00 0.00 0.00 Sat 04/21 0.00 0.00 0.00 Œ 04/20 0.00 Hours Worked Each Day 0.00 0.00 2 04/19 00.0 0.00 Wed Date 0.00 Day 04/18 8.00 2.00 0.00 Tue. 04/17 Mon 0.00 0.00 0.00 04/16 0.00 0.00 Sun 0.00 S 0 LABORER AND CLASSIFICATIO Number of Withholding NS-GROUP 3 Classification Ç Wo:K Name, Address and Social Security Number of Worker 207 MATTLEY STREET AREVALO, JOSH 545739543 JACKSON 95642 8 TRAINING FEE NOTE:

Withholding Number of Name, Address and

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EQUIPMENT CHARGES VINCIGUERRA
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SIGNATURE OF CONTRACTOR'S REPRESENTATIVE

| 54 | SIGNATURE OF RESIDENT ENGINEER |

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1 OF 4 *50% SUB RW PARTNERING P BR FLAG WORK DELAY SWITCH		60'		THIS BILL ARE: Labor Charges CEM-4902B	Equipment Charges CEM-4902C Material Charges CEM-4902D				104 ED	70.00	0000	000000		\$1,589.88		IN CONTACT	se Only) BUSINESS PHONE
E.W. A.C. +/- FA LS UP FA LS UP	Pre Cast Material left over due to modifications at Wall No.01.	N H		٥		TOTAL COST SUMMARY, STANDARD MARKUPS & SUBCONTRACTOR MARKUP	Total Subsistence (E)	Total Other Labor Expense (F)	Total Labor (C)+(E)+(E)+Surcharges	35% Standard Labor Markup	Total Equipment, Materials & Labor	Performance and Payment Bond		GRAND TOTAL		IN CASE OF QUESTION CONTACT	NAME Name (Cresioent Engineers Use Only)
O. CONT. RPT. NO.	turn over the Pre Cast	aterial.		DATE RECEIVED	DATE OF ACTION	AL COST SUMMARY, STA	\$250.00	904.18	1,154.18	173.13	\$1,327.30	175.23	19.27		\$194.50		
01 DATE PERFORMED DATE OF REPORT CONT. JOB NO.	VINCIGUERRA CONSTRUCTION WINCIGUERRA CONSTRUCTION Below is a breakdown if the labor and material tracked to turn over the	DESCRIPTION OF WORK Attached is a Breakdown of the Equipment, Labor, and Material.	FOR RESIDENT ENGINEER'S LISE ONLY	□ NEW BILL APPROVED FOR PAYMENT	RESUBMITTAL RETURNED FOR CORRECTION		Total Equipment (A)	Total Materials (B)	Subtotal Equipment & Materials	15% Standard Mark-up	Total (A) + (B) + Standard Mark-up	Total Regular Labor (C)	11.00% Regular Labor Surcharge	Total Premium Labor (D)	Total (C) + (D) + Surcharges	SIGNATURE (Resident Engineer)	SIGNATURE (Frime Contractor's Bepresentative)

Subject: Re: NYRR and Ridge Road Intersection Project - Surplus Material from Project

From: Jered Reinking (jreinking@amadorgov.org)

To: wvinciguerra@att.net;

Date: Tuesday, August 8, 2017 8:51 AM

Austin,

we'll take the pipe and fes. we would have no need for the traffic lid, so please either dispose of or keep.

when can you deliver the pipe/fes so I can tell the yard?

Jered C. Reinking, PE
Senior Civil Engineer
Amador County Department of Transportation and Public Works
810 Court Street, Jackson CA 95642
209.223.6429 - Department
209.223.6226 - Direct
jreinking@amadorgov.org

On Sun, Aug 6, 2017 at 2:43 PM, Vinciguerra Construction wvinciguerra@att.net> wrote: Jared,

We have some precast products that are surplus from some changes on the project and are not returnable.

These include;

Pg and E No.06 Traffic Rated Lid from the request to use a non traffic rated lid.

3ea 8' pieces of 18" RCP and the 18" Flared in section from the change and use of 18" CMP at wall No.01.

If you want them please let Jack know and we will deliver them to the county corporation yard this week.

Sincerely,

Austin Vinciguerra Vinciguerra Construction 235 Spanish Street Sutter Creek Ca, 95685 Phone:(209)223-3610 Fax: (209)267-9053 Jea 8' 18" RES @ 1115 30 = 367,20

300 8' 18" RCP. 24' @ 115 30 = 367,20

Date Quote No. Project August 8, 2016 16080811482314 New York Ranch Road

JACKSON, CA Amador County Bid Date Plan Date

08/08/2016

Engineer

Unknown Engineer [444]

Forterra Pipe & Precast

Contractor

We are pleased to quote the following on the above project. Prices are committed on this project only and are subject to change after 30 days from bid date.

Storm Structures			
Description	Quantity	Unit Price	Ext Price
(2) Accessories (\$900.00)			
Delivery to Jobsite in Jackson, CA per Full Truckload	2 EA	\$450.00	\$900.00
	Storn	Quote Total	\$900.00

Reinfo	rced	Concrete I	Pipe			
Pieces	Unit	Total Feet	Description	Class	Unit Price	Total Price
3	Each		12" Flared End Round Reinforced Concrete Pipe Section, Bell/Spigot, Profile Gasket		\$310.00	\$930.00
5	Each		18" Flared End Round Reinforced Concrete Pipe Section, Bell/Spigot, Profile Gasket		\$470.00	\$2,350.00
1	Each		30" Flared End Round Reinforced Concrete Pipe Section, Bell/Spigot, Profile Gasket		\$735.00	\$735.00
15	8.0	120.0	12" Round Reinforced Concrete Pipe, Profile Gasket	V	\$8.95	\$1,074.00
17	8.0	136.0	18" Round Reinforced Concrete Pipe, Profile Gasket	٧	\$15.30	\$2,080.80
1	8.0	8.0	30" Round Reinforced Concrete Pipe, Profile Gasket	Ш	\$31.55	\$252.40
				R	C Pipe Total	\$7,422.20

Notes

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Standard Quote Notes

Our quantities may vary from yours, if so use the per each, per ton, per foot pricing to adjust quantities up or down.

If Pricing shown above is based upon information provided verbally, via fax or via email by the contractor; Forterra Pipe & Precast LLC (Forterra) has not reviewed the plans and/or specifications for this project and is not responsible for discrepancies between what is quoted and what is shown on the project documents. It is the contractor's responsibility to verify that the material quoted meets the projects plans and specifications. Any changes made at the time of order due to new or differing information shall be re-quoted and billed accordingly.

Quantities shown above are approximate and are not considered a guaranteed Bill of Materials. Unit prices will prevail on all actual quantities of materials supplied.

Contractor to provide a complete set of approved plans and specifications at time of order, prior to generation of submittal package or detail drawings. The contractor may be subject to additional charges if revised plans or specifications which alter the submittals or detail drawings are provided after the initial submittal package is generated. Forterra will not be liable for product manufactured but not utilized which was produced in accordance with approved submittals or detail drawings.

Standard products sold on a "first come, first served" basis. Standard products include the following; Drycast Reinforced Concrete Pipe (RCP) with profile gasketed joint in sizes ranging from 12"-72", blank base sections for 48" and 60" manholes, riser sections for 48", 60" and 72" manholes without cored openings or steps, manhole cone or slab tops for 48", 60" and 72" manholes with standard access opening and 2x2, 2x3, 3x3, 4x3, and 4x4 catch basin base sections with standard knock-out panels and corresponding top sections.

All catch basins, drop inlets, and manholes have flat floors unless noted otherwise. (Slope floors are field poured by others)

Non-Standard products will not be scheduled for production without an approved submittal package; including approved drawings, and is not eligible for return or credit of any kind. Non-Standard products include the following; Drycast RCP in excess of 72" inside diameter, all Wetcast and Centrifugally Spun RCP, all Reinforced Concrete Box Culvert (RCBC), round or square precast structures altered in any way; including cored openings for pipe connections, inverts, step addition, custom reinforcing placement etc., and any custom or specialty precast items including but not limited to panel vaults, precast headwalls, lagging panels and precast concrete slabs.

Drycast Reinforced Concrete Pipe (RCP) to be produced and billed in straight standard lengths with standard reinforcing unless specifically noted otherwise. RCP meets or exceeds ASTM C76/C433, AASHTO M170/M198 and Caltrans specifications. Drycast RCP in excess of 48" inside diameter is to be unloaded by contractor. Contractor shall cut all short RCP sections in the field unless specifically noted otherwise. Drycast RCP includes (1) polyisoprene profile style rubber gasket per piece and joint lubrication as required. Alternate rubber compounds area available but are not included in the above quote unless specifically noted otherwise. Lost or damaged gaskets will be replaced at the contractor's expense.

Wetcast and Centrifugally Spun Reinforced Concrete Pipe (RCP) to be produced and billed in straight standard lengths with standard reinforcing unless specifically noted otherwise. RCP meets or exceeds ASTM C76/C433 or ASTM C361, AASHTO M170/M198 and Caltrans specifications. All Wetcast and Spun RCP are to be unloaded by contractor. Contractor shall cut all short RCP sections in the field unless specifically noted otherwise. Wetcast or Spun RCP includes either (1) or (2) polyisoprene O-ring style rubber gaskets per piece (dependent upon joint configuration) and joint lubrication as required. Alternate rubber compounds area available but are not included in the above quote unless specifically noted otherwise. Lost or damaged gaskets will be replaced at the contractor's expense.

Reinforced Concrete Box Culvert (RCBC) to be produced and billed in standard lengths with standard reinforcing unless specifically noted otherwise. RCBC meets or exceeds ASTM C1577, AASHTO M279/M253 and Caltrans precast box culvert specifications. All RCBC is to be unloaded by contractor. Contractor shall cut all short RCBC sections in field unless specifically noted otherwise. Box culvert to include mastic joint sealant. External Joint Wrap is available upon request, but is not included in the above quote unless specifically noted otherwise.

If Precast Structures or Custom Precast items are priced to include freight, delivery does not include unloading or placement. All Precast Structures and custom precast to be unloaded and set by contractor.

All linings, coatings, hardware, boots, coring, link-seal, A-lok reticuline gates, ADA grates, pump station pumps/electrical and epoxy reinforcing are excluded unless specifically noted as included.

Any lead time provided by Forterra staff is based upon the receipt of either a purchase order, or signed copy of our quote, receipt of preliminary (pre-lien) information and receipt of an approved submittal package when applicable. Lead times quoted without these items are considered estimated and are subject to change.

Preliminary information (pre-lien) must be provided prior to first shipment.

If quote includes delivery, delivery is based upon full loads. Any short loads requested by the contractor may be subject to additional delivery charges. Delivery is quoted based upon safe access to the site by standard length (45' trailer) fully loaded tractor/trailer carrying approximately 46,000 pounds; under their own power. Difficult deliveries including mountainous terrain, narrow roadways, low clearance etcetera are not included unless specifically noted otherwise. Contractor is responsible for any delivery costs incurred for difficult deliveries not disclosed prior to receiving Forterra's bid including those costs for freight returned to Forterra due to lack of safe access and post-delivery trips to jobsite to evaluate shipping route. With adequate notice, Forterra will gladly pre-evaluate site access and include freight for difficult deliveries at time of quote.

Contractor to provide all rigging and/or handling apparatus required for offloading and handling material on site.

Forterra will not warranty and product which is damaged due to improper handling or installation practices by the contractor. Please contact your Forterra sales representative or field representative with questions or to request installation instructions.

Subject to State, County & Local Taxes. F.O.B.: Jobsite.
Above prices based on truckload quantities. Terms:Net 30

Chris Kallman Market Manager

Forterra Pipe & Precast 7020 Tokay Avenue Sacramento, CA 95528

T 916-313-5510 F 916-381-6953 C 916-310.3910 Chris.Kallman@forterrabp.com forterrapipeandprecast.com

TERMS AND CONDITIONS OF SALE

Any sale of goods is subject to the Limited Warranty and Remedies set forth below and Forterra's other General terms and Conditions of Sale. Any contrary provision in any purchase order or other document of customer is rejected.

Unless otherwise agreed upon, custom items will be billed in full 60 days after manufacture; these items will be discarded after 90 days at an additional 20% disposal fee.

LIMITED WARRANTY AND REMEDIES

Forterra warrants that, at the time of delivery, the goods sold will conform to the applicable specifications set forth in the Quotation, Acknowledgement of Order, or other sales document signed by Forterra. FORTERRA MAKES NO OTHER WARRANTY, EXPRESS OR IMPLIED, AND ALL OTHER WARRANTIES, INCLUDING IMPLIED WARRANTIES OF MECHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, ARE DISCLAIMED. If the goods fail to conform, at time of delivery, to this limited warranty, Buyer's sole and exclusive remedy and Forterra's entire liability will be, at Forterra's election, (i) the repair or replacement by Forterra within a reasonable time of the non-conforming goods, f.o.b. Forterra's plant, or (ii) the refund of the price paid for the non-conforming goods, and in either case only if Forterra receives written notice of the defect or non-conformance within 30 days of the date of delivery of the non-conforming goods. FORTERRA WILL NOT BE LIABLE FOR SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES. Forterra's liability, whether under contract, in tort or otherwise shall not in any event exceed the price of the goods or portion of such goods on which such liability is based, and Buyer waives any claim for amounts in excess of that amount.

EXTRA WORK BILL . EQUIPMENT CHARGES

EXTENDED AMOUNT 250.00 CASEWB TOTAL RATE 6 20.29 25.30 27.77 27.77 45.17 91.28 71.07 61.63 56.42 22.76 55.37 57.70 81.67 100.00 4.09 71.07 39.23 30.00 50.32 167.19 39.19 102.67 71.07 21.70 59.50 51.70 4.92 RATE REPORT NO. FACTOR IN CASE OF QUESTION CONTACT OVERTIME HOURS CCO NO. REGULAR HOURS 2.5 CONTRACT NO. ATTACH CANARY -RESIDENT ENGINEER 302CLCR 12-Jun 080-120 120-160 2026 20-28 2836 TRACS 21-Jan CODE 1220 2130 **SAXL** 0-250 3AXL 8030 3AXL T&TT 1746 1645 2495 200 2495 305 **C**5 9 9 22 EQUIPMENT DESCRIPTION PETERBUILT PETTIBONE WACKER COZAD DODGE CHEVY FORD FORD DEERE PETE MISC CASE CASE MAKE CAT CAT ₹ CAT CAT Š Š ₹ CAT CAT CAT **≷** 9 9 WHITE -DATA ENTRY SIGNATURE OF RESIDENT ENGINEER

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BUSINESS PHONE

PINK CONTACTORABBBAPERBABBers USBOARFINROD -CONTRACTOR

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NAME

GOLDENROD -CONTRACTOR

PINK -CONTACTOR (After Approval) CANARY -RESIDENT ENGINEER

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WHITE -DATA ENTRY

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BUSINESS PHONE

Incom

IN CASE OF QUESTION CONTACT (Resident Engineer's Use Only)

NAME

SIGNATURE OF CONTRACTOR'S REPRESENTATIVE

OTHER TOTAL (F)



TRANSPORTATION & PUBLIC WORKS

PHONE: (209) 223-6429 FAX: (209) 223-6395

WEBSITE: www.amadorgov.org EMAIL: PublicWorks@amadorgov.org

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

16-03 - New York Ranch Road / Ridge Road Intersection Improvement Project

OWNER CONCURRENCE

PC #004: Intersection Control Software

FI No.	Date	Subject	Cost	Time
011	7/24/17	Furnish and Install Intersection Control Software	\$6,032.10	0
		Totals:	\$6,032.10	0

We have reviewed the proposed cost and time extension for the above referenced Field Instruction and concur with the amendment.

Jered Reinking, PE

Project Manager

Aaron Brusatori, PE

Director

Date:

Date: 10/5/17

Cc: File



TRANSPORTATION & PUBLIC WORKS

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WEBSITE: www.amadorgov.org EMAIL: PublicWorks@amadorgov.org

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

Bid No. 16-03 New York Ranch Road / Ridge Road **Intersection Improvement Project**

FIELD INSTRUCTION No. 11

TO: Austin Vinciguerra, Project Manager Vinciguerra Construction

DATE: 7/24/17

SUBJECT: PC 04 - Intersection Control

SPEC: SP Section 86 Electrical

Software

Systems

DESCRIPTION OF WORK:

Furnish and Install McCain 2033 Intersection Control Software in the McCain 2070E controller. This installation requires a field installation from McCain Technical Support. At the same time or same day, County will perform another Turn-On test. M&M Electric and Chrisp Company must also be scheduled to complete work required for full operation of the signal after successful Turn-On test.

- Software shall be McCain 2033 Intersection Control Software as contained in these attachments.
- McCain to provide pre-loaded signal timing file for a T-intersection as outlined on the attachment.

COMMENTS:

Pursuant to Section 4-1.05, "Changes and Extra Work," of the Standard Specifications, Vinciguerra Construction is to proceed with work as described herein. Schedule McCain for 7/25 or 7/26 software install in field

Estimate of Extra Work at Force Account = \$3,200

ATET	CA.	CU	MA	TIN	TS:
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PC 04 - Intersection Control Software, Outline of pre-loaded signal timing file, PRICE QUOTE MEM

Issued by:

Lered Reinking

Resident Engineer

Amador County

9/29/17

Agreed by:

Austin Vinciguerra

Date

Project Manager

Vinciguerra Construction

Authorized by:

Jered Reinking Project Manager

Amador County

cc: File



TRANSPORTATION & PUBLIC WORKS

FAX: (209) 223-6395 WEBSITE: www.amadorgov.org

PHONE: (209) 223-6429

EMAIL: PublicWorks@amadorgov.org

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

July 24, 2017

Vinciguerra Construction, Inc. 235 Spanish Street Sutter Creek, CA 95685

Attention: Austin Vinciguerra

Contract No.: 16-03 - New York Ranch Road / Ridge Road Intersection Improvement Project

POTENTIAL CHANGE (PC) TO CONTRACT DOCUMENTS

SUBJECT: RFP: PC 04 - Intersection Control Software

Dear Mr. Vinciguerra:

Please prepare a cost proposal for the following work:

PC 04 - Intersection Control Software

In accordance with Section 4-1.05, "Changes and Extra Work," of the Standard Specifications, furnish and install intersection control software in the McCain 2070E controller assembly. In general, the revised location/work includes;

- Add Bi Tran 2033 Software for McCain 2070E Controller.
- Add Software Field Installation from McCain Technical Support

Please submit your complete, detailed cost estimate ASAP, and include any foreseen impacts to the project schedule that may result from the performance of this work.

Note: This is a request for quote only. This is not a direction to proceed with extra work. The Contractor is required to maintain the original planned schedule of work. A Field Instruction (FI) will be issued as formal direction to the Contractor once your estimate has been accepted. If prior to an agreed lump sum quote the work requested in this PC becomes critical per the current accepted baseline schedule, you shall notify this office and proceed on a Force Account basis.

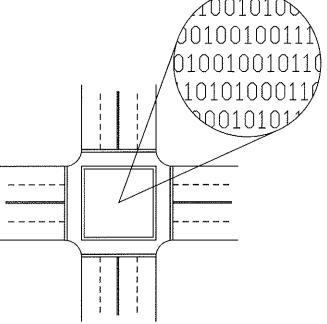
Sincerely

Reinking PE Resident Engineer

Attachments: 2033 Intersection Control Software

Cc: File Intersection Control Software

Program 2033 Program 233 Program 750



Cabinets

Controllers

Signals

Signs

Software

Specialty

Overview

McCain's signalized-intersection control software programs provide easy-to-use local intersection firmware for Model 170 and 2070 controllers. The programs' advanced feature set and user-friendly display allow you to handle virtually any traffic signal configuration. McCain's evolutionary software programs set the standard for local intersection firmware and are known around the world for high performance and reliability.

Benefits

- Signalized intersection control software for 170 and 2070 controllers
- Handles your demanding transportation needs
- Supports multiple communication options
- Hardware independent software compatible with any TEES compliant controller
- Easy-to-learn user-friendly interface

Product Description

McCain's signalized-intersection control software is compatible with any model 170 and 2070 controllers. The software allows for maximum configuration flexibility to accommodate virtually any field condition.

In addition to intersection control, the software contains multiple bus and light rail transit priority and preemption sequences to accommodate mass transit and emergency vehicles. Special event tables and internal logic allow custom preempt sequences to accommodate unique requirements.

The software supports multiple communications protocols and technologies.

When the software is used in conjunction with one of McCain's advanced traffic management systems (ATMS), Model 170 and 2070 controllers can be placed on the same communication channel. This compatibility across platforms allows for a seamless migration to newer technology.



Standard Features

Phases

- 8-volume/density vehicle phases
- · 8-pedestrian phases
- Split ring operation (Program 233)
- Multiple phase timing banks (3), selectable by TOD/DOW or inputs
- Variable phase sequence
- Exclusive pedestrian phase operation
- Alternate timing for special vehicles or pedestrians
- Advance and delayed WALK operation

Coordination

- 9 or 32 plan operations
- · 32 TOD/DOW events
- · 32 holiday events
- Traffic responsive plan selection when used with QuicNet[®] or field master
- 3 permissive periods
- · Phase sequence selection by plan
- · Recall selection by plan

Overlaps

- 8 overlaps
- 3 overlap parent phase sets, selectable by TOD/DOW or inputs
- Negative vehicle and pedestrian phases

Detection

- 32 local and system detectors
- Phase assignments configurable per detector
- Each detector function configurable as count, call or extension
- Delay and carryover configurable per detector
- 3 detector function sets, selectable by TOD/DOW or input
- Detector failure monitoring (stuck on, stuck off, and erratic calls)

Communications

- Internet protocol (IP)
- QuicComm™
- AB3418E
- RS-232/422
- Bell 202T (4 wire FSK)
- Dial-up/dial-back (PSTN)

Priority and Preemption

- 4 transit priority early and extended green
- 4 emergency vehicle preemption sequences
- 2 railroad preemption sequences
- 2 special event sequences of 16 steps each, suitable for light rail

Internal Logic Gates

- 4 x 2-input AND
- 8 x 2- and 4-input OR
- 4 x 2-input NAND
- 4 x NOT
- 6 x Delay timers

Inputs

- General purpose alarm
- Special functions
- Pre-timed operation
- NEMA functions: Max inhibit, force off, CNA, hold
- Phase banks (3)
- Overlap sets (3)
- Detector sets (3)
- External permitted phases

Outputs

- · Coordination plan
- · Detector failure
- Advance warning beacons

Time of Day/Day of Week Functions

- · Red and yellow lock
- · Minimum, maximum, and soft recall
- · Pedestrian recall
- · Rest in walk
- Double entry
- Second maximum
- Conditional service
- Phase sequences
- 8 seasons
- 8 outputs

Miscellaneous

- Fast output flashing
- Automatic download of timing database when used with QuicNet central software
- 4 flash patterns
- Compatible with international line voltage: 220 VAC, 50Hz (2033 only)

Compatibility

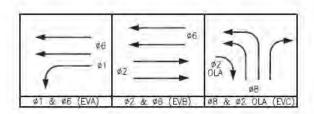
Program				Compa	tibility			
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2033					X	X	Χ	Χ
233	Χ	Χ	Χ					
750				X				

To learn more about McCain's Integrated Traffic Solutions, please contact info@mccain-inc.com or call (760) 727-8100



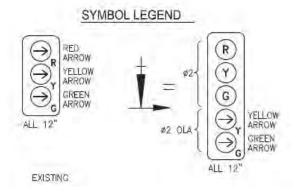
McCain to bring Pre-Loaded T-Intersection similar to the configuration below:

1) Signal Timing File for a T-intersection that will be running actuated-uncoordinated (free operations) 24-7 with the following parameters.



PROPOSED PHASING DIAGRAM

DESIGN SPEED = 55 M.P.H. (RIDGE ROAD) AND 40 M.P.H. (NEW YORK RANCH ROAD)



County will edit the timings and not have to set up all the phase numbers, etc..



Jered Reinking < jreinking@amadorgov.org>

Fwd: M&M P.O.#97679 - New York Ranch Rd & Ridge Rd - M&M Job #16069 - JAM S.O.#45001 - FW: New York Ranch Road/Ridge Road - (7/20) Signal Turn-on

1 message

Jimmy <jim@sacmmelectric.com>

Mon, Jul 24, 2017 at 9:59 AM

To: Jered Reinking jreinking@amadorgov.org, Vinciguerra Construction <wvinciguerra@att.net</pre>

Jered

See attached pricing keep in mind we don't have our mark up or the generals mark up.

Thank you,

Jim

Sent from my iPhone

Begin forwarded message:

From: Kelly Momaney <kellym@jamservicesinc.com>

Date: July 24, 2017 at 9:51:48 AM PDT

To: Keith Hoffmann <keith@sacmmelectric.com>

Cc: "Jeff A. Momaney" <jeff@jamservicesinc.com>, 'Jim Bolton' <jim@sacmmelectric.com>, Carol

Kokanour@jamservicesinc.com>

Subject: RE: M&M P.O.#97679 - New York Ranch Rd & Ridge Rd - M&M Job #16069 - JAM

S.O.#45001 - FW: New York Ranch Road/Ridge Road - (7/20) Signal Turn-on

Hi Keith,

Please see attached; let us know if you would like to proceed with scheduling. I do have Jeff Pearson standing by. If yes, please confirm location and onsite contact with your order. Let me know if there is anything else I can do to help in the interim.

Thank you,

Kelly Momaney

Mobile: (925) 321-3869

Office: (925) 455-5267

Fax: (925) 455-5348

Visit us on the web at: jamservicesinc.com

From: Keith Hoffmann [mailto:keith@sacmmelectric.com]

Sent: Monday, July 24, 2017 9:42 AM

259

Telephone (925) 455-5267 Fax (925) 455-5348

PRICE QUOTATION – 45001CCO

M&M 7/24/2017

JAM Services is pleased to provide the following price quotation for the subject project.

ADD (1) Bi Tran 2033 Software for 2070 Controller

TOTAL ADDER: \$ 1,150.00

ADD Software Field Installation

TOTAL ADDER: \$ 1,800.00/day

Prices include delivery, but are net of applicable sales tax. If I can be of further assistance, please contact me at 925-455-5267.

Thank you – Kyle Courtroul

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Vendor Name and Description JAM SERVICES, INC. / BITRAN 2033 Software For 2070 Controlle
- 1

TIME & MATERIALS RECORD

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ESTIMATOR:	,	- -
AMOUNT BILLED:	\$	DATE:
ACCOUNTING INIT	IAL:	
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JAM Services, Inc

958 E. AIRWAY BLVD LIVERMORE, CA 94551

WECENED

AUG 09 2017

Invoice

Date Invoice # 8/3/2017 96641

M8M ELECTRIC

Bill To

M & M ELECTRIC 1600 AUBURN BLVD. SACRAMENTO, CA 95815 Ship To

M & M ELECTRIC 1600 AUBURN BLVD. SACRAMENTO, CA 95815

16069

S.O. No.	P.O. No.	Job Number
45001	CHANGE ORDER #1	CHANGE ORDER #

Item	Qty	Description	Unit Price	Extended Price
.ABOR	Ĭ	CHANGE ORDER #1 SOFTWARE FIELD INSTALLATION	1,800.00	1,800.00

Subtotal	\$1,800.00
Sales Tax (8.25%)	\$0.00
Payments/Credits	\$0.00

Terms Net 30

Phone #	E-mail
925-455-5267	accounting@jamservicesinc.com

Balance Due \$1,800.00



JAM Services, Inc.

958 E. AIRWAY BLYD LIVERMORE, CA 94551

Marie Com Marie Co

AUG 09 2017

Invoice

Date	Invoice #
8/3/2017	96632

MONE TENTON Bill To M&M ELECTRIC 1600 AUBURN BLVD. SACRAMENTO, CA 95815

Ship To

M&M ELECTRIC 1600 AUBURN BLVD. SACRAMENTO, CA 95815

16069

S.O. No.	P.O. No.	Job Number
45001	CHANGE ORDER #1	CHANGE ORDER #

Item	Qty	Description	Unit Price	Extended Price
TEM	ļ	CHANGE ORDER #1 BITRAN 2033 SOFTWARE FOR 2070 CONTROLLER	1,150.00	1,150.001

Subtotal \$1,150.00 Sales Tax (8.25%) \$94.88 Payments/Credits \$0.00

Terms Net 30

Phone #	E-mail
925-455-5267	accounting@jamservicesinc.com

Balance Due

\$1,244.88



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

16-03 - New York Ranch Road / Ridge Road Intersection Improvement Project

OWNER CONCURRENCE

FI #012: Retaining Wall No. 3 Foundation

FI No.	Date	Subject	Cost	Time
012	8/22/17	Retaining Wall No. 3 Foundation	\$11,538.97	1 wd
		Totals:	\$11,538.97	1 wd

We have reviewed the proposed cost and time extension for the above referenced Field Instruction and concur with the amendment.

Jered Reinking, PE

Project Manager

Aaron Brusatori, PE

Director

Cc: File

Date: 8/22/17



TRANSPORTATION & PUBLIC WORKS

PHONE: (209) 223-6429 FAX: (209) 223-6395

WEBSITE: www.amadorgov.org
EMAIL: PublicWorks@amadorgov.org

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

Bid No. 16-03 New York Ranch Road / Ridge Road Intersection Improvement Project

FIELD INSTRUCTION No. 12

TO: Austin Vinciguerra, Project Manager Vinciguerra Construction DATE: 4/17/17

SUBJECT: Retaining Wall No. 3

SPEC:

Foundation

DESCRIPTION OF WORK:

Over excavate 10 inches below the lowest bottom step for the length and width of the foundation at Retaining Wall No. 3 from "RW3" STA 25+39 to 27+40. Place and compact 10 inches of class 2 aggregate base for the length and width of the same over excavated area. Compact class 2 aggregate base to 95% Relative Compaction.

Estimate Extra Work at Force Account = \$10,000

COMMENTS:

Pursuant to Section 4-1.05, "Changes and Extra Work," of the Standard Specifications, Vinciguerra Construction is to proceed with work as described herein.

ATTACHMENTS:

Correspondence Dated 4/17/2017

Issued by:

Jered Reinking

Date

Resident Engineer

Amador County

Agreed by:

Project Manager

Austin Vinciguerra

Vinciguerra Construction

Authorized by:

Jered Reinking

Date

Date

Project Manager

Amador County

Cc: File



Jered Reinking < jreinking@amadorgov.org>

Re: New York Ranch Road - Geotech Inspection of Foundation @ Wall 3

1 message

Jered Reinking < ireinking@amadorgov.org>

Mon, Apr 17, 2017 at 2:13 PM

To: Vinciguerra Construction < wvinciguerra@att.net>

Cc: Bob Dail <dail@geoconinc.com>, Richard Church <church@geoconinc.com>, Jeremy Zorne <zorne@geoconinc.com>

we would need that layer compacted to 95% RC. Geocon is running the curve today from the Class 2 AB material they have and would be ready to test onsite tomorrow.

Jered C. Reinking, PE
Senior Civil Engineer
Amador County Department of Transportation and Public Works
810 Court Street, Jackson CA 95642
209.223.6429 - Department
209.223.6226 - Direct
jreinking@amadorgov.org

On Mon, Apr 17, 2017 at 2:10 PM, Jered Reinking <jreinking@amadorgov.org> wrote:

Austin,

We talked it over here and with Geocon. We want Hillside to be able to start work on Wednesday. So, we think it is best, given the wet conditions, to put 10 inches of Class 2 AB from George Reed as the foundation bottom for the lowest level from RW3 STA 25+28.39 to 26+42.27.

County would pay you for the extra material.

Could you accomplish this tomorrow?

Jered C. Reinking, PE
Senior Civil Engineer
Amador County Department of Transportation and Public Works
810 Court Street, Jackson CA 95642
209.223.6429 - Department
209.223.6226 - Direct
jreinking@amadorgov.org

On Mon, Apr 17, 2017 at 1:45 PM, Vinciguerra Construction <wvinciguerra@att.net> wrote: Ok 8am will be onsite.

Austin

Sent from my iPhone

On Apr 17, 2017, at 1:07 PM, Jered Reinking jreinking@amadorgov.org wrote:

Austin,

I am meeting with Bob out onsite tomorrow morning at 8 am. Please also attend. I presume Vinciguerra will be working. I want Geocon to buy off on the foundation for wall 3 before you turn Hillside loose.

The goal is to have Hillside able to start Wednesday morning. If we can get foundation good one way or another tomorrow, then I would think that is possible.

The main obstacle will be to address the 93 RC result from last Friday testing.

thanks,

267

Jered C. Reinking, PE Senior Civil Engineer Amador County Department of Transportation and Public Works 810 Court Street, Jackson CA 95642 209.223.6429 - Department 209.223.6226 - Direct jreinking@amadorgov.org

WHITE -DATA ENTRY

PARTNERING SWITCH PP RW DELAY CASEWB PAGE SUB * 50 % FLAG REPORT NO. BR ΠD rs PP CCO NO. +/- FA LS + CONTRACT NO. CONT. JOB NO. CONT. RPT. NO. 17 DATE OF REPORT 90 9 17 01 DATE PERFORMED

Below is a breakdown if the labor and material tracked for the over exc to prepare the foundation at Wall No.03. Due to unsuitable soil. VINCIGUERRA CONSTRUCTION 02 WORK PERFORMED BY 04

Attached is a Breakdown of the Equipment, Labor, and Material. 03 DESCRIPTION OF WORK

DATE RECEIVED DATE OF ACTION Eqp Per BAPer ATTACHED TO THIS BILL ARE: Labor Charges CEM- Eqp Per BAPer ATTACHED TO THIS BILL ARE: Labor Charges CEM- Equipment Charges C	W BILL APPROVED FOR PAYMENT RESUBMITTAL RETURNED FOR CORRECTION
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Total Equipment (A)	\$3.217.89	
	i ordi Subsistence (E)	
Total Materials (B)	2,728.93 Total Other Labor Expense (F)	
Subtotal Equipment & Materials	5,946.82 Total Labor (CH(D)+(EH(EHS))	hyperae
15% Standard Mark-up	892.02 35% Standard Labor Markin	
Total (A) + (B) + Standard Mark-up	\$6,838.85 Total Equipment: Materials & Labor	l
Total Regular Labor (C)	2,275.73 Performance and Payment Bound	\$11,538.97
11.00% Regular Labor Surcharge	250.33	
Total Premium Labor (D)	860.82 GRAND TOTAL	-
11.00% Premium Labor Surcharge	94.69	\$11,538.97
Total (C) + (D) + Surcharges	\$3,481.57	

FM 94 1002 M

BUSINESS PHONE

IN CASE OF QUESTION CONTACT

(Resident Engineer's Use Only)

NAME

(Prime Contractor's Representative)

SIGNATURE

CANT. JOB NO. CONT. JOB NO. CONT. FPT. NO. FPT. FP	DATE OF REPORT 95 04 17 NSTRUCTION on if the labor and material tracked for the over exc	FA LS UP FA LS	BR FLAG
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1	Prime Contractor's Representative)	~	BUSINESS PHONE

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EXTRA V YK BILL • EQUIPMENT CHARGES

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SIGNATURE O & ME CONTRACTOR'S REPRESENTATIVE

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MATERIAL and/or WORK done by specialist

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PINK -CONTACTOR (After Approval)

FW 94 1002 M

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1	- Inicai	1 242			BUSINESS PHONE	HONE	

To: wvinciguerra@att.net; Date: Friday, April 21, 2017 6:55 AM Over excavate 200 If wall 3 $200 \times 19/2 \times 10 = 1250$ 11 hrs Casey $+ 19/2 \times 10 = 1250$ 5 hrs Boone + 139.85011 hrs jim 10 hrs rocky 11 hrs hillside walls foreman Show up time for 3 hillside laborers 11 hrs 94 11 hrs red Pete 11 hrs cat 314 11 hrs cat 299 3 hrs cat sherpsfoot roller 3 hrs ir 115 120-150 tons of recycle base rock Sent from my iPhone 6 LOADS * 2hr/Lono IZAR TRUCK TIME OPERATOR @ \$ 105/HR TRANSFER LABORET 274

Subject: Extra work over ex wall 3 4/18

Susan Vinciguerra (wvinciguerra@att.net)

From:

Page 2 of 2

SELL	SELL/BUY/TR/ SHIP/RECEIVE	ALL ALL ALL		CUSTOMER ORDER	953440 SJC01449		0812			
Loads	Ticket	Loc	Date	Time Customer	- Pro-					
	203146	100551	4/5/2017	Nd	S ICD1440	Description	Product	Vehicle	Qty Unit	Unit S
	203223	100551	4/7/2017	3:28:00AM WAYNE VINCIGUES		New York Kanch Rd - Amador (AB-RECYCLED	B-RECYCLED	42308		ı
	203230	100551	4/7/2017	1:49:00AM WAYNE VINCIGLIEF		Now York Parch Rd Amador (AB-RECYCLED	B-RECYCLED	49623	23.03 Ton	
	203237	100551	4/7/2017	1:33:00PM WAYNE VINCIGUE		New York Proof Bd Amador (AB-RECYCLED	B-RECYCLED	42309	23.32 Ton	
	203242	100551	4/7/2017	2:51:00PM WAYNE VINCIGITE		New York Board of Amador (AB-RECYCLED	B-RECYCLED	42308	23,44 Ton	
	203262	100551	4/10/2017				Amador AB-RECYCLED	53144	20.25 Ton	
	203265	100551	4/10/2017				Amador AB-RECYCLED	42309	22.99 Ton	
	203271	100551	4/10/2017			New York Panch Dd Amador (A.	- Amador (AB-RECYCLED	42308	23.27 Ton	
	203281	100551	4/10/2017	2:41 00PM WAYNE VIN		New York Donat Bd. Amador (AB-RECYCLED	B-RECYCLED	42309	22.71 Ton	
	203285	100551	4/11/2017	3:00:00AM WAYNE VIN		New York Bassh Bd. Amador Ag	Amador AB-RECYCLED	42308	23,52 Ton	
	203286	100551	4/11/2017	3:15:00AM WAYNE VIN		New York Booch Bd. America	- Alliador (AB-RECYCLED	53144	22.08 Ton	
	203287	100551	4/11/2017	3:15:00AM WAYNE VIN	S.IC01449	New York Boach Bd Amador Al	- Amador 'AB-RECYCLED	42309	23.29 Ton	
v 3	203288	100551	4/11/2017	3:31:00AM WAYNE VIN	S.IC01449	New York Boost Bd Amador (AB-RECYCLED	B-RECYCLED	49623	23.01 Ton	
n, e	203328	100551	4/11/2017	2-21:00PM WAYNE VIN		York Banch Rd.	B-RECYCLED	42308	23.09 Ton	
5.4	203334	100551	4/11/2017	1:03.00PM WAYNE VIN		New York Broch Bu Amador Ap	- Amador AB-RECYCLED	42308	23.28 Ton	
~,4	203335	100551	4/11/2017	1.04:00PM WAYNE VIN	100	New York Oppose of America All	- Amador AB-RECYCLED	42309	23.01 Ton	
~ 4	203380	100551	4/12/2017	3:09:00AM WAYNE VIN		New York Banch Bd. Amender AB-RECYCLED	3-RECYCLED	49623	22.98 Ton	
. 4	203391	100551	4/12/2017	3.57:00AM WAYNE VINCIGUES	S.IC01449	New York Conch Cd Alliador (AE	- Alliador (AB-RECYCLED	42309	23.14 Ton	
**	203445	100551	4/14/2017	7-44:00AM WAYNE VIN	S.IC01449	New York Barch Bd. A milador (AB-RECYCLED	3-RECYCLED	42309	23.57 Ton	
, 4	203513	100551	4/14/2017	3:04:00PM WAYNE VINCIGUE	S.IC01449		Amador AB-RECYCLED	49623	23.50 Ton	
13	203582	100551	4/18/2017	3:03:00AM WAYNE VINCIGIJE!	S.IC01449	New York Dates by American AB-RECYCLED	3-RECYCLED	49623	23.31 Ton	5
14	203583	100551	4/18/2017	3:06:00AM WAYNE VINCIGUE	S.IC01449	New York Banch Bd Amador AB-RECYCLED	3-RECYCLED	37995	24.04 Ten	3 6
13	203587	100551	4/18/2017	3:40:00AM WAYNE VINCIGLIE	SICO1449	New York Banch Bd Amador (AB-RECYCLED	3-RECYCLED	42309	23.15 Fem	3
N	203591	100551	4/18/2017	1:48:00AM WAYNE VINCIGUE	S.IC01449	New York Banch of Amador (AB-RECYCLED	3-RECYCLED	49623	22.66 Ton	·
N	203593	100551	4/18/2017	1:55:00AM WAYNE VINCIGUE	S.IC01449	New York Boach Bd. Amedian AB-RECYCLED	3-RECYCLED	42309	23.12 Ton	55
W	203603	100551	4/18/2017	2:53:00PM WAYNE VINCIGUE	S.IC01449	New York Boack Bd. * Amador (AB-RECYCLED)	3-RECYCLED	37995	23.79 Ton	-1
2	203604	100551	4/18/2017	3:00:00PM WAYNE VINCIGLIEF	SICOTAGO	New York Banch Rd Amador AB-RECYCLED	RECYCLED	49623	23.09 Tan	
7	203605	100551	4/18/2017		S 1001449	New York Parick Rd Amador (AB-RECYCLED	RECYCLED	42309	22.86 Ton	9.75
2	203608	100551	4/19/2017 7	1	S 1001440	2	-RECYCLED	37995	23.71 Ton	9.75
7	203614	100551			S1C01448	New York Ranch Rd - Amador (AB-RECYCLED	-RECYCLED	37995	23.56 Ton	9 75
2	203621	100551	4/19/2017 1		S IC01449		-RECYCLED	37995	23.83 Ton	9.75
2	203633	100551			S.IC01449	2 3	Amador (AB-RECYCLED	37995	23.48 Ton	9.75
2	203636	100551	4/19/2017 3			1	-RECYCLED	37995	23.36 Ton	9.7
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1,647.14

Subject: Re: New York Ranch Road - Geotech Inspection of Foundation @ Wall 3

From: Jered Reinking (jreinking@amadorgov.org)

To: wvinciguerra@att.net;

Cc: dail@geoconinc.com; church@geoconinc.com; zorne@geoconinc.com;

Date: Monday, April 17, 2017 2:13 PM

we would need that layer compacted to 95% RC. Geocon is running the curve today from the Class 2 AB material they have and would be ready to test onsite tomorrow.

Jered C. Reinking, PE
Senior Civil Engineer
Amador County Department of Transportation and Public Works
810 Court Street, Jackson CA 95642
209.223.6429 - Department
209.223.6226 - Direct
jreinking@amadorgov.org

On Mon, Apr 17, 2017 at 2:10 PM, Jered Reinking jreinking@amadorgov.org wrote: Austin,

We talked it over here and with Geocon. We want Hillside to be able to start work on Wednesday. So, we think it is best, given the wet conditions, to put 10 inches of Class 2 AB from George Reed as the foundation bottom for the lowest level from RW3 STA 25+28.39 to 26+42.27.

County would pay you for the extra material.

Could you accomplish this tomorrow?

Jered C. Reinking, PE
Senior Civil Engineer
Amador County Department of Transportation and Public Works
810 Court Street, Jackson CA 95642
209.223.6429 - Department
209.223.6226 - Direct
jreinking@amadorgov.org

On Mon, Apr 17, 2017 at 1:45 PM, Vinciguerra Construction wvinciguerra@att.net wrote: Ok 8am will be onsite.

Austin

Sent from my iPhone

On Apr 17, 2017, at 1:07 PM, Jered Reinking jreinking@amadorgov.org wrote:

Austin,

I am meeting with Bob out onsite tomorrow morning at 8 am. Please also attend. I presume Vinciguerra will be working. I want Geocon to buy off on the foundation for wall 3 before you turn Hillside loose.

The goal is to have Hillside able to start Wednesday morning. If we can get foundation good one way or another tomorrow, then I would think that is possible.

The main obstacle will be to address the 93 RC result from last Friday testing.

thanks,

Jered C. Reinking, PE
Senior Civil Engineer
Amador County Department of Transportation and Public Works
810 Court Street, Jackson CA 95642
209.223.6429 - Department
209.223.6226 - Direct
jreinking@amadorgov.org



TRANSPORTATION & PUBLIC WORKS

PHONE: (209) 223-6429 FAX: (209) 223-6395 WEBSITE: www.amadorgov.org

EMAIL: PublicWorks@amadorgov.org

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

16-03 - New York Ranch Road / Ridge Road Intersection Improvement Project

OWNER CONCURRENCE

PC #003: Street Light Relocation near "B" Line Sta 7+50

FI No.	Date	Subject	Cost	Time
013	7/26/17	Street Light Relocation near "B" Line Sta 7+50	\$5,584.94	0
		Totals:	\$5,584.94	0

We have reviewed the proposed cost and time extension for the above referenced Field Instruction and concur with the amendment.

Jered Reinking, PE Project Manager

Aaron Brusatori, PE

Director

Date:

Date: 10/5/17

Cc: File



TRANSPORTATION & PUBLIC WORKS

PHONE: (209) 223-6429 FAX: (209) 223-6395

WEBSITE: www.amadorgov.org EMAIL: PublicWorks@amadorgov.org

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

Bid No. 16-03 New York Ranch Road / Ridge Road **Intersection Improvement Project**

FIELD INSTRUCTION No. 13

TO: Austin Vinciguerra, Project Manager Vinciguerra Construction

DATE: 7/26/17

SUBJECT: PC 03 - Street Light Relocation near "B" Line Sta 7+50

SPEC: SP Section 86 Electrical Systems

DESCRIPTION OF WORK:

The street light at "B" Line Sta ~7+50 Lt is not to be constructed as shown on the contract plans. The location/work has been revised as shown on the attached plan sheets. In general, the revised location/work includes; 1) Delete street light install on existing PG&E pole at "B" Line Sta ~7+50 Lt; 2) Relocate existing light standard from "B" Line Sta ~7+50 Lt to ~7+40 Rt. Construct new light pole foundation at new location; 3) Install additional conduit to existing pull box near new location; and 4) Install additional conductor cable in existing conduit from "B" Line Sta ~8+50 Rt to new location. Revisions to the Electrical/Lighting Plan are shown on Drawing E-1 and E-3 of the Project Plans contained in these attachments.

Estimate of Extra Work at Force Account = \$4,000

COMMENTS:

Pursuant to Section 4-1.05, "Changes and Extra Work," of the Standard Specifications, Vinciguerra Construction is to proceed with work as described herein.

Please provide DEWR's of additional costs incurred due to this change.

AT	TA	CH	ME	NT	S.

PC 03 - Street Light Relocation near "B" Line Sta 7+50

Issued by:

Jered Reinking

Resident Engineer

Amado County

Agreed by:

Austin Vinciguerra Project Manager

Vinciguerra Construction

Authorized by:

Jered Reinking Project Manager

Amador County

Date

Cc: File



TRANSPORTATION & PUBLIC WORKS

PHONE: (209) 223-6429 FAX: (209) 223-6395

WEBSITE: www.amadorgov.org EMAIL: PublicWorks@amadorgov.org

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

September 9, 2016

Vinciguerra Construction, Inc. 235 Spanish Street Sutter Creek, CA 95685

Attention: Austin Vinciguerra

Contract No.: 16-03 - New York Ranch Road / Ridge Road Intersection Improvement Project

POTENTIAL CHANGE (PC) TO CONTRACT DOCUMENTS

SUBJECT: RFP: PC 03 - Street Light Relocation near "B" Line Sta 7+50

Dear Mr. Vinciguerra:

Please prepare a cost proposal for the following work:

PC 03 - Street Light Relocation

In accordance with Section 4-1.05, "Changes and Extra Work," of the Standard Specifications, the street light at "B" Line Sta ~7+50 Lt is not to be constructed as shown on the contract plans. The location/work has been revised as shown on the attached plan sheets. In general, the revised location/work includes;

- Delete street light install on existing PG&E pole at "B" Line Sta ~7+50 Lt.
- Relocate existing light standard from "B" Line Sta ~7+50 Lt to ~7+40 Rt. Construct new light pole foundation at new location.
- Install additional conduit to existing pull box near new location.
- Install additional conductor cable in existing conduit from "B" Line Sta ~8+50 Rt to new location.

Please submit your complete, detailed cost estimate by September 14, 2016, and include any foreseen impacts to the project schedule that may result from the performance of this work.

Note: This is a request for quote only. This is not a direction to proceed with extra work. The Contractor is required to maintain the original planned schedule of work.

A Field Instruction (FI) will be issued as formal direction to the Contractor once your estimate has been

accepted.

Sincefely

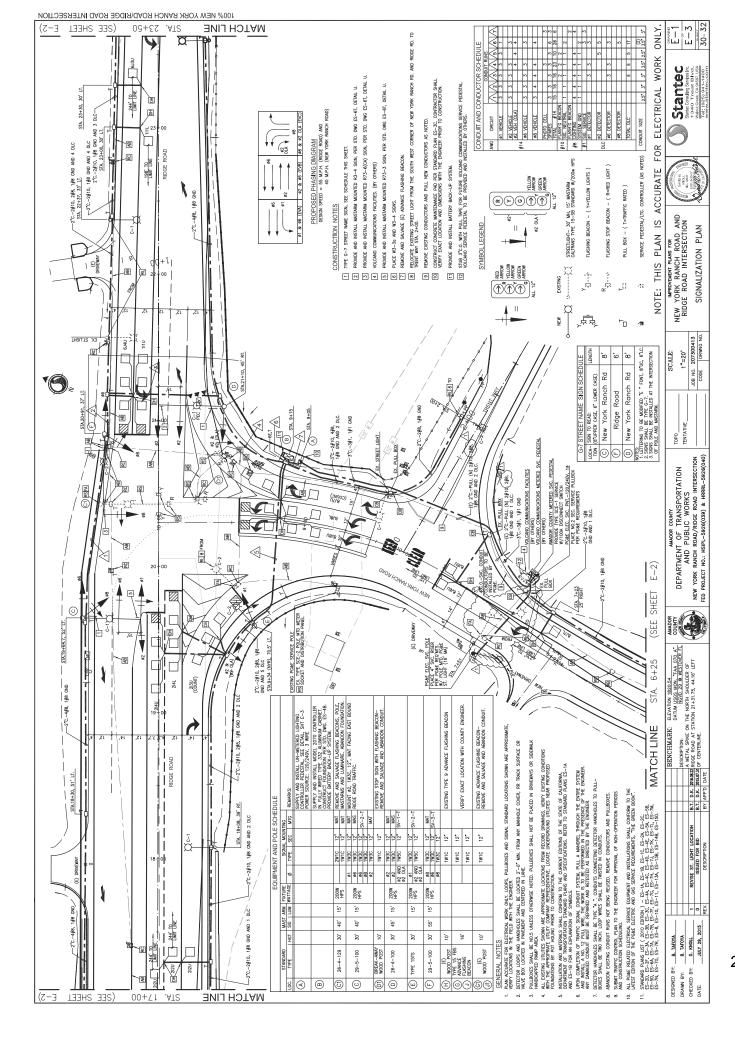
Leland Mason, PE Resident Engineer

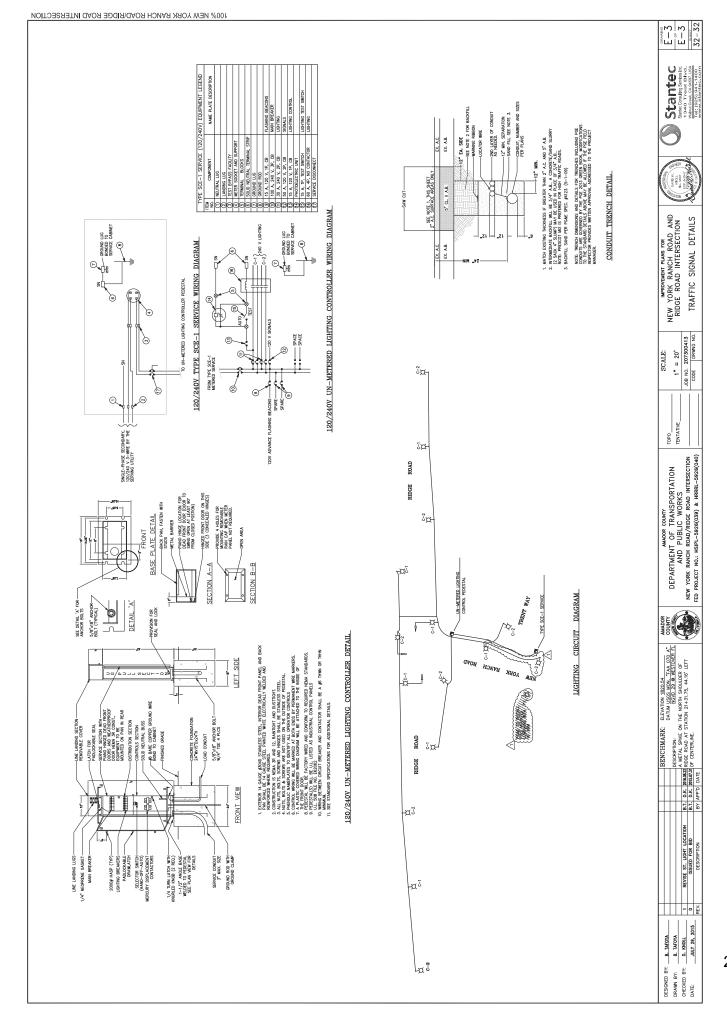
Attachments: Revised Drawing E-1 (sheet 30 of 32)

Revised Drawing E-3 (sheet 32 of 32)

Cc: Jered Reinking

File





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Reformation	k Performed By:	: M&M Electric (For	Vinciquerra Construction)								Billing Number	3.0
RTHs	cription of Work:	: Auger, Set Bolts & Pou	Ir New Foundation For Street Light	Relocation.							Report Date	9/27/2017
RTH45 OTH85 Subs Units RT Rate OT Rate Subs Rate Extended RT Labor Subs Units Subs Units RT Rate OT Rate Subs RT 87.870 S1.470 S6.120 S1.470 S6.120 S1.43.99 OT Labor S1.470 S1.470 S1.43.99 OT Labor S1.63.99 OT Labo	oor Charge	S									renoim Dale	1102/20/9
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Units Unit Price Extended Subtotal	\u00e4nmper	Date Vendor N	Name and Decreption								- Andringing	ilarges
6/02/2017 Knife River Construction / Concrete 5/15/2017 Azco Supply, Inc. / 2" PVC Conduit 5/14/2017 Edges Electrical Group / 2" PVC 50 Degree Elbows 5/04/2017 Edges Electrical Group / 2" PVC 50 Degree Elbows 5/04/2017 Edges Electrical Group / 2" PVC 50 Degree Elbows 5/04/2017 Edges Electrical Group / 2" PVC 50 Degree Elbows 6/000 0.81700 12.34 7/000 0.81700 12.34	16923	7/26/2017 Azco St	upply, Inc. / 1" X 36" Anchor Bolts				7	Sin	Unit Price	Extended	_	1,583.88
5/15/2017 Azco Supply, Inc. / 2" PVC Conduit 5/04/2017 Edges Electrical Group / 2" PVC Son Degree Elbows 5/04/2017 Edges Electrical Group / 2" PVC 90 Degree Elbows 5/04/2017 Edges Electrical Group / 2" PVC 90 Degree Elbows 6.59 6.000 7.29500 7.29500 8.59 7.000 7.29500 8.59 7.000 7.29500 8.59 7.000 7.29500 8.59 7.000 7.000 7.000 7.000 7.000 8.60 7.000 7.000 8.60 8.60 8.60 8.60 8.60 8.60 8.60	92844		Iver Construction / Concrete				4.6	00	17.59000	70.36	MU 15.00%	237.59
5/04/2017 Edgas Electrical Group / 2" PVC 90 Degree Elbows 2.000 0.61700 12.34 Material Charges	12004	5/15/2017 Azco St	the proof of Poly Poly				-	00	126,60667	189.91	Equipment Total	1,821.47
2.000 1.29500 2.59 Subtotal Charges Subtotal Subtoa Subtotal Subtotal Subtotal Subtotal Subtotal Subtotal Subto	10E0E54	Sinalon17 Ednoc	Proping Community and Community				20.0	00	0.81700	12.34	all and a second	
Subtotal Mu 15.00% Material Total Activity Total 4,0			Electrical Croup / E. I.V.C. SO Degree.	e Elbows			2.0	00	1,29500	259	material Ch	arges
5.00%											Subtotal	275.20
												41.28
											Material Total	316.48
											Activity Total	4,040.26

(Proc 1+Proca) = \$5,584.94 Accepted: Customer

4,040.26

Work Total

Subcontract Markup 10.00% 404.03

MU

4,444.29

Bill Subtotal

M&M Electric 1600 Auburn Blvd, Sacramento, CA 95815-1906 Phone: 916.929.0150 Fax: 916.929.1168

MAIN SILES

Date: 7/38/17 Method: +EW@FA Bridge: N Delay: N

Pink - Contractor (Aller Approval) Goldenrod - Contractor

Contractor:

Canary - Resident Engineer

White - Data Entry

www.ewbills.com

Special Bill Form

TYNATO O NAATT	DATE PERFORMED: 4-2-1/
ссон/гн/гон 13	JOB NUMBER 16069
COMPANY: VINCIGUERRA	JOB NAME: NYER/PIDGE K
FOREMAN: R. CORR	JOB IVANIE.
DESCRIBE WORK: AGER SET BOLTS	SONATURE FOR RELOCATED S/LC
STA: 7+40 RT, PIPE & POUR	
WHO WORKED	
_ Aux Lucero	HOURS S+2TT
Humberero Ru	HOURS 8+2TT
	HOURS
EQUIDA CAR	HOURS
EQUIPMENT DESCRIPTION F250	HOURS
No.	2
W-4 + BACKHOE	
W-13 F550	10
AIR COMP.	10
MATERIAL USED DESCRIPTION 2-2" PVC 90°S	AMOUNT
20'x2" PVC	
ISET S/L ANCHOR BOLTS 1"X	36"
1.5 YDS CONCRETE	
AUTHORIZED BY:	
SUPERINTENDENT:	
ESTIMATOR:	
AMOUNT BILLED: \$	DATE:

ACCOUNTING INITIAL:

AZCO SUPPLY, INC. 2250 Stewart St., #9

Stockton, CA 95205-3244

Voice: (209)943-2452

Fax:

(209)943-0437

Invoice Number: 216923 Invoice Date: Jul 26, 2017

16.2500

Page:

Sales Order No: 128620

BIII To:

M & M ELECTRIC 1600 AUBURN BLVD. **EMAIL INVOICES & STATEMENTS** SACRAMENTO, CA 95815

24

LTAB-1.0x36

Ship to:

M & M ELECTRIC 1600 AUBURN BL. KEITH 916-929-0150 SACRAMENTO, CA 95815

	Customer ID	Customer PO	Paymer	nt Terms
enneenn -	M&M	98931-	Net 30	Days
	Sales Rep ID	Shipping Method	Ship Date	Due Date
	BLIHOVDE	AZCO	7/25/17	8/25/17
Order	ed Shipped Bac	korder Item	Description Unit P	rice Amount

1" x 36" x 4" Anchor Bolt



Subtotal 390.00 Sales Tax 32.18 Freight Total Invoice Amount 422.18 Payment/Credit Applied TOTAL 422.18

Check/Credit Memo No:

390.00



P:0. Box 6600 I, Stockton, CA 95206 Ph: (209) 933-6980 Central Dispatch: (800) 464-6572 (209) 933-6999

the property of the property o	CE
INVOICE NO	
INVOICE DATE	PAGE
06/02/17	1 of 1

BILL TO:

MAY-HAN ELECTRIC, INC. DBA M & M ELECTRIC 1600 AUBURN BLVD SACRAMENTO CA 95815

	520821	
	BRANCH PLANT 550730	
	CCI - READY MIX AMADOR	
,,,,,,	SALES ORDER NUMBER	
	159533	
	CUSTOMER P.O.	
	16069	

TERMS NET DUE DATE DELIVERY ADDRESS

Net 30 Days 07/02/17 NEW YORK RANCH & RIDGE RD

SPECIAL INSTRUCTIONS

TICKET	ITEM	DESCRIPTION		TRUCK	OUANTITY 0	UNIT PRICE	EXTENDED PRICE
1832309	558646	MIX #546 Subte	otal Product	550341329	9.00 CY	117.5000	1,057.50 1,057.50
		JU	CEIVED N 0 8 2017 ELECTRIC				
TAXABLE :	AMOUNT:	1,057.50	SUBTOTAL	SALES TAX	DISCOUNT		TOTAL.
4 1 4 40			1,057.50				

Terms: If Buyer fails to make any payment when due, Buyer agrees to pay Seller late charges at the rate of eighteen percent (18%) per annum on all past due, unpaid amounts. If any legal action is brought for enforcement of any sums due under this invoice, Concrete, Inc. shall be entitled to recover reasonable attorney fees and other court costs incurred in such action, in addition to other relief to which it may be entitled.

AZCO SUPPLY, INC.

2250 Stewart St., #9 Stockton, CA 95205-3244

Voice: (209)943-2452

Fax:

(209)943-0437

SACRAMENTO, CA 95815

Ship to:

M & M ELECTRIC 1600 AUBURN BL. TRICIA 916 929-0150 SACRAMENTO, CA 95815 RS

INVOICE

May 15, 2017

Invoice Number: 212004

Sales Order No: 124193

Invoice Date:

Page:

Bill To: M & M ELECTRIC 1600 AUBURN BLVD. EMAIL INVOICES & STATEMENTS

Customer ID	Customer PO	Paymen	t Terms
M&M	98945-PVC STOCK	Net 30	-
Sales Rep ID	Shipping Method	Ship Date	Due Date
BLIHOVDE	AZCO	5/15/17	6/14/17

Ordered	Shipped	Backorder	Item	Description	Unit Price A	mount
2,800	2,800		PSCH40-2.0x10	2" Sch40 Conduit 10'	0.5700	1,596.0
880		880	PSCH40-3.0x10	3" Sch40 Conduit 10'	1.1000	455-5
	*					
			Subtotal			1,596.00
			Sales Tax			131.67
			Freight			10 1.01
			Total Invoice Am		***************************************	1,727.67
eck/Credit I	Memo No:		Payment/Credit A	pplied	1	.,
			TOTAL	- International Contract of the Contract of th		1,727.67



Electrical Group

EDGES ELECTRICAL GRP - SACRAMENTO 1701 NATIONAL DRIVE, STE 200 SACRAMENTO* CA 95834 916-648-3900 Fax 916-648-9100

BILL TO:

M&M ELECTRIC SACRAMENTO 1600 AUBURN BLVD SACRAMENTO CA 95815

INVOICE

INVOICE DATE	INVOICE NU	MBER
05/04/17	S4060654	.001
PLEASE REMIT PA	YMENT TO:	PAGE
EDGES ELECTRICAL G PO BOX 26830 SAN JOSE CA 95159-6		1 of 1

SHIP TO:

M&M ELECTRIC SACRAMENTO -SHOP 1600 AUBURN BLVD SACRAMENTO CA 95815

AMOUNT DUE

CUSTOMER NUMB 22629	ER	CUSTOMER PO NUM 98891 ~ 5	A SALES TO THE PARTY OF THE PAR	ORDERED B			TERMS	
WRITER		SALESPERSON	WHEN MAINTAIN AND ADDRESS OF THE PARTY OF TH	IIP VIA		ORDERED	10TH PROX N	
BILL MELLIAR (SAC)	HO	USE ACCOUNT	Annual of the Party of the Part	D RUN		04/17	05/04/17	-
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id by 06/10/17 you ma	y deduct	\$16.00	~~///		SUBTO	OTAL		800.08
ce is due by 06/30/17					FREIG	-		0.00
O VIEW ONLINE GO T USE THIS TOKEN:	`O;	http://edges.billtrust.com	1		Sales 7	************		66.01
CCOUNT #/LISERNA	NAME -	PSL DMW KSD				AT DUE		000 40

Terms and Conditions

ACCOUNT # / USERNAME

Terms: The products listed on this invoice are sold subject to the terms and conditions subject to the Edges Electrical Group LLC's (EEG) Terms and Conditions, which can be obtained at any Edges store location, online at http://edgesgroup.com, or by telephone at 408-293-5818. The EEG Terms and Conditions are incorporated by reference into this invoice as if fully set forth herein and are an integral part of this invoice. Any additional or conflicting terms are hereby rejected.

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Amador County	3	DAIL FAIRA WORK REPORT	A WOL	IN MEP	CHI			Sub: MME	Sub: MME! ECTRIC Bill: 4.0 162: 15050	
Contractor Job: 16 Work Performed By: M& Description of Work: Re-	Contractor Job: 16069 - NY Ranch Rd & Ridge Rd Signal Work Performed By: M&M Electric (For Vinciguerra Construction) Description of Work: Re-Wire & Relocate Street Light To New Foundation @ Sta 7+40.	າກ) ກ @ Sta 7+40.				Contract:	16069		Change Order Billing Number Report Date	013 4.0 9/27/2017
Labor Charges Grat ID HELC SELC	Employee Name H Westphal C Carr	A.00	OT Hrs	Subs Units	RT Rate 66.200 51.840	OT Rate	Subs Rate	Extended 264.80		7/26/2017 rrges 472.16 51.94
Equipment Charges Equipment ID CR 04 051 H7 05 089 TF	Jes Class Make Model At A2 HYLFT BOOM 50-74 TRUCK T&TT 12-20	AT Hrs 4.00 4.00	OT Hrs		AT Rate 46.310 25.300	OT Rate	OT Rate Delay Factor	Extended 185.24 101.20	OT Labor Subtotal Labor Subsistence Other Expenses MU 35.00% Labor Total	0.00 0.00 0.00 183.44 707.54
									Equipment Charges Subtotal 288 MU 15.00% 42 Equipment Total 329	286.44 42.97 329.41
									Material Charge	arnoe
									Activity Total	1,036.95
									Work Total	1,036.95
									Subcontract Markup MU 10,00% 103	Markup 103.70
									Bill Subtotal	1,140.65
MAM Element	M&M Electric 1600 Auburn Blvd, Sacramento, CA 95815-1906 Phone: 916.929.0150 Fax: 916.929.1168		Acce	Accepted: Customer;	Z	D	1/3R/1/28/	~	Bill Total + 1,140.65 Method: +EW@FA Bridge: N Delay: N	1,140.65

Special Bill Form

840

Page A

Date:

Pink - Contractor (Aller Approval) Goldenrod - Contractor

Contractor:

Canary - Resident Engineer

White - Data Entry

www.ewbills.com

TIME & MATERIALS RECORD 7-26-17

CCO#/FI#/PO#		JOB NUMBER 16069
COMPANY:		
CONTACT:	The second section of the second	JOB NAME: NY PR/ PIPE
FOREMAN:		,
DESCRIBE WORK: PE-WIEE	& RELOCATE	S/L POLE TO STA: 7+40
SPUCE & GROUT A	S KLECETSS+	ARY
WHO WORKED		HOURS
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		HOURS
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W-89 FLATBED TR	ZUCK	
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With the second		
AUTHORIZED BY:		
UPERINTENDENT:		
STIMATOR:		
MOUNT BILLED: \$		
		DATE:
CCOUNTING INITIAL:		

M&M 2/99



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

16-03 - New York Ranch Road / Ridge Road Intersection Improvement Project

OWNER CONCURRENCE

FI #014: Remove Two (2) Exist Pull Boxes and Install New @ Trent New York

FI No.	Date	Subject	Cost	Time
014	8/22/17	Remove Two (2) Exist Pull Boxes and Install New @ Trent New York	\$4,464.52	0
		Totals:	\$4,464.52	0

We have reviewed the proposed cost and time extension for the above referenced Field Instruction and concur with the amendment.

Jered Reinking, PE

Project Manager

Aaron Brusatori, PE

Director

Cc: File



TRANSPORTATION & PUBLIC WORKS

PHONE: (209) 223-6429 FAX: (209) 223-6395

WEBSITE: www.amadorgov.org EMAIL: PublicWorks@amadorgov.org

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

Bid No. 16-03 New York Ranch Road / Ridge Road **Intersection Improvement Project**

FIELD INSTRUCTION No. 14

TO: Austin Vinciguerra, Project Manager Vinciguerra Construction

DATE: 6/29/17

SUBJECT: Remove Two (2) Exist Pull Boxes and Install New @ Trent/New York

SPEC: SP Section 86 Electrical Systems

DESCRIPTION OF WORK:

Remove two (2) existing pull boxes at southeast corner of Trent Way/New York Ranch Road. Install two (2) traffic rated #5 pull boxes to new finished grade.

Estimate of Extra Work at Force Account = \$5,500

COMMENTS:

Pursuant to Section 4-1.05, "Changes and Extra Work," of the Standard Specifications, Vinciguerra Construction is to proceed with work as described herein.

Please provide DEWR's of additional costs incurred due to this change.

ATTACHMENTS:

None.

Issued by:

Jered Keinking Resident Engineer

Amador County

Agreed by:

Austin Vinciguerra

Date

Project Manager

Vinciguerra Construction

Authorized by:

Jered Reinking Project Manager

Amador County

Cc: File

## X FA LS UP FA LS	VINCIGUERRA CONSTRUCTION Below is a breakdown if the labor and material tracked forFeild Instruction No.14 DESCRIPTION OF WORK M and M Subcontractor Force Account Bill Along with a small amount of time for us to tie out layout in the field and confirm the boxes would need to be raised after paving.	ATTACHED TO THIS BILL ARE: X	\$41.66 3,771.11 Total Subsistence (E) 3,812.77 Total Labor (C)+(D)+(E)+(F)+Surcharges 341.28 \$4,194.04 Total Equipment, Materials & Labor 19.85 \$2200.35 \$4,484.52
CONT. JOB NO. CONT. RPT. NO.	ked forFeild Instruction No.14		\$41.66 \$41.66 \$41.28 \$4,194.04 180.50 19.85 \$200.35
01 DATE PERFORMED DATE OF REPORT CONT. 04 24 17 17 07 WORK PEDESORMED BY	VINCIGUERRA CONSTRUCTION Below is a breakdown if the labor and material tracked forFeild Instruction No.14 DESCRIPTION OF WORK M and M Subcontractor Force Account Bill Along with a small amount of time for	FOR RESIDENT ENGINEER'S USE ONLY NEW BILL APPROVED FOR PAYMENT DATA TOTAL TOTAL	Total Equipment (A) Total Materials (B) Subtotal Equipment & Materials 10% Standard Mark-up "" Subcontractor Mark Up "" Total (A) + (B) + Standard Mark-up Total (A) + (B) + Standard Mark-up Total Regular Labor (C) 11.00% Regular Labor Surcharge Total Premium Labor (D) 11.00% Premium Labor Surcharge Total (C) + (D) + Surcharges

NYRR EXTRA WORK BILL • EQUIPMENT CHARGES

Taging of the same	CLASS	MAKE	CODE	АТТАСН	HOURS	HOURS FACTOR	RATE RATE		EXTENDED
CAR,LT TRUCK	TRUCK	MISC	9						AMOUNT
C3500 PU	TRUCK	CHEVY	1220				16.34		
F450	TRUCK	FORD	2026				25.30		
550	TRUCK	DODGE	20-28				27.72		
P330	TRUCK	PETE	2836		67.		27.77	4	41.66
F 250	TRUCK	FORD	12-Jun				45.17		
314CLCR	HCELC	CAT	3020100				22.76		
930G	LDDRT	CAT	2130				55.37		-
WATER TRUCK	TRUCK	KW	FAX:				91.28		-
DUMP TRUCK	TRUNOH	KW	2AVI				71.07		1
WATER TRUCK	TRUCK	KW	Sever Sever				57.70		
LOW BED D	TRAIT	COZAD	8030				81.67		
LOW BED TRK	TRUNOH	! MX	244				61.63		
CRANE TRUCK		- 11007170	SHAL				71.07		-
1042	FKI FT	DETTIBONE	200				100.00		1
COMPACTOR JJ/SI	OMMOO	TEL HEONE	080-120				56.42		F
305	2000	WACNER	0-250				4.09		
HAMMER	10101	CA	305				39.23		1
20081	-						30.00		1
4501.0	בסמעו	CASE	1746				50.32		1
12000	HCELC	DEERE	1645				167.19		
3230	HCELC	CAT	2495				10287		1
4 IN 1 BCKT	ATTACH	9	CZ				10.201		
210LE	LDDRT	9	2495						-
4 IN 1 BCKT	ATTACH	CASE	C2				39.19		
TRACTOR	TRUCK	KW	T&TT						
SKID STEER	TRACS	CAT	TRACS				71.07		-
1255	FKLFT	CAT	120-160				21.70		
CP433	ROVIB	CAT	21-Jan				59.50		
IR 115	ROVIB	2	41410				51.70		
SIGNATURE OF RESIDENT ENGINEER							111.56		
FM 94 1002 M WHITE -DATA	WHITE -DAT	ENTRY	CANARY -RESIDENT ENGINEER	PINK	VIACTOR Affect Approved	CONTACTORAGE Approved CONTACT	TOTAL	1	

NYRR

EXTRA WORK BILL • MATERIAL CHARGES

VINCIGUERRA

MATERIAL and/o

CASEWB

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ELECTRICAL CONTRACTORS

1600 AUBURN BOULEVARD

PHONE (916) 929-0150

SACRAMENTO, CALIFORNIA 95815

Vinciguerra Construction 235 Spanish Street Sutter Creek, CA 95685

23609 INVOICE

DATE __7/28/17

JOB NO.16069

New York Ranch Rd & Ridge Rd Intersection Improvements

Extra work performed 6/29/2017.

Jackhammer out existing pull boxes that were paved over. Replaced with traffic rated pull boxes and set to new finish grade @ FE corner of Trent/NYRR.

Total Due This Invoice \$3,491.77

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Work Performed By: Description of Work: Labor Charges	Work Performed By: M&M Electric (For Vinciauerra Construction)							3
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abor Charg	ackhammer Out Evisting Dill Bosso That Man Day						Report Date	7/28/2017
apor Charge	LAST THE STATE OF THE STATE OF THE STATE OF THE WEFE PAVED OVER AND REPLACE With Traffic Rated Pull Boxes	d Over And Rep	olace With Traffic Rat	ed Pull Boxes			Perform Date	6/29/2017
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Craft ID	Employee Name	RT Hrs	OT Hrs Subs Units	RT Rate OT Bate	State Date	7	ET shor	rges
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320	AIRCP PORT 016-025	8.00		15 480		21.240	MU 35.00%	505.96
terial/Spec	Material/Specialist Work/Lump Sum or Unit Price Payment	nt			1	123.84	Labor Total	1.951.54
Number	Date Vendor Name and Description							,
211626	5/09/2017 Azco Supply, Inc. / #5T Traffic Bated Pull Box	III Box		Units	Unit Price		Equipment Charges	harges
213040	5/31/2017 Azco Supply Inc. / 2" PVC Cooduit	VO.		2.000	103.95000	207.90	Subtotal	628.88
4121367	Edges Circles College			10.000	0.61700	6.17	MU 15.00%	94.34
1001211	Edges Electrical Group / 2" PVC	sbu		4.000	0.33500	1.34	Equipment Total	793 99
4121367		ells		4 000	1 86950	14.		2.63
195953	6/29/2017 Knife River Construction / Class 2 Concrete	refe		000:1	002001	(,45	Material Charges	ardes
		200		1.000	487.57000	487.57	Subtotal	710.43
							MU 15.00%	106.58
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							Material Total	817.01
							Activity Total	3.491.77
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MRMS	M&M Flooring		. Proposed					
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	Phone: 916.929.0150 Fax: 916.929.1168		Customer.		Date:	×	+ EW@EA Brida	3,040.5
Vr6 929-0150							anor. +Evv er a bilde	. N Delay: N

TIME & MATERIALS RECORD

CONTACT: Aust	CARR MEM ELECTRIC		JOB NUMBER	16069 YRR/PIDG	
DESCRIBE WORK	BOXES TO NEW FINIS	Buxes @ GRADE	S.E. CORNER TR	CONT/NYRR	INSTALL
WHO WORKED _	P. CARR		HOURS	8	_
-	LUIS GARCIA		HOURS	8	
-	FHER GOMEZ		HOURS	8	
I ÷		1	HOURS		
4			HOURS		_
EQUIPMENT	DESCRIPTION		HOURS		
W-2					_
W-11					_
E-326	AIR COMP		8		
					-
MATERIAL USED	DESCRIPTION TRAFFIC RATED PUL	LBOXES	AMOUNT 3 YDS	CLASS Z	CONCRETE
10'x2" Sa	HED 40 PVC				
	" " COUPLY	NGS			_
	" " BELL	ENDS			
AUTHORIZED BY:					
SUPERINTENDENT					
ESTIMATOR:		-			
AMOUNT BILLED:	\$		PATE:		
ACCOUNTING INIT	TAL: Tust	to Co-	ra		

AZCO SUPPLY, INC.

2250 Stewart St., #9 Stockton, CA 95205-3244

Voice:

(209)943-2452

Fax:

(209)943-0437

SACRAMENTO, CA 95815

Ship to:

M & M ELECTRIC 1600 AUBURN BL. MIKE TYACH 916-877-0173 SACRAMENTO, CA 95815 EB

Invoice Number: 211626

Sales Order No: 123861

May 9, 2017

Invoice Date:

Page:

M & M ELECTRIC
1600 AUBURN BLVD.
EMAIL INVOICES & STATEMENTS

Customer ID	Customer PO	Payment	Terms
M&M	98895-STOCK	Net 30	
Sales Rep ID	Shipping Method	Ship Date	Due Date
BLIHOVDE	AZCO	5/9/17	6/8/17

Ordered	Shipped	Backorder	Item		Description	Unit Price	Amount
16	16		B1324	B1324 BOLTS	13 1/8" x 24" Electrical Box W/ INC (16/Pallet)	96.0300	1,536.4
			Subtotal				

Check/Credit Memo No:

 Subtotal
 1,536.48

 Sales Tax
 126.76

 Freight
 1,663.24

 Payment/Credit Applied
 1,663.24

 TOTAL
 1,663.24

Interest may be charged at the rate of 1 5% per month on all past due invoices.



Electrical Group

EDGES ELECTRICAL GRP - SACRAMENTO 1701 NATIONAL DRIVE, STE 200 SACRAMENTO* CA 95834 916-648-3900 Fax 916-648-9100

BILL TO:

M&M ELECTRIC SACRAMENTO 1600 AUBURN BLVD SACRAMENTO CA 95815

INVOICE

INVOICE DATE	INVOICE NUMBER
07/20/17	S4121367.001
PLEASE REMIT PA	AYMENT TO: PAGE
EDGES ELECTRICAL (PO BOX 26830 SAN JOSE CA 95159-	1 of 1

SHIP TO:

M&M ELECTRIC SACRAMENTO -SHOP 1600 AUBURN BLVD SACRAMENTO CA 95815

SALESPERSON	22629		CUSTOMER PO NUM 99094		ETYACK 2	TERMS % 10TH PROX	
ORDER QTY SHIP QTY DESCRIPTION NET U/M EXTENDED AMOU 180 180 PVC 2-IN-CONDUIT-CPLG 31.000 C 55 80 80 PVC 1-1/2-90D-SCH-40-COND-ELL 0.825 E 66 105 105 PVC 2-IN-90D-SCH-40-COND-EL 1.198 E 125 30 30 PVC 3-IN-90D-SCH-40-COND-EL 3.056 E 91 18 18 PVC 4-IN-90D-SCH-40-COND-EL 5.927 E 106 200 PVC 2-IN BELL END 5.927 E 106		The second secon	AND DESCRIPTION OF THE PERSON NAMED IN COLUMN 2 IN COL				
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700.5	O VIEW ONLINE G	0 то:			FREIGHT		0.0
ce is due by 08/31/17 net of any cash discount. OVIEW ONLINE GO TO: http://edges.billtrust.com FREIGHT 0.00					Sales Tax		65.22

Terms and Conditions

Terms: The products listed on this invoice are sold subject to the terms and conditions subject to the Edges Electrical Group LLC's (EEG) Terms and Conditions, which can be obtained at any Edges store location, online at http://edgesgroup.com, or by telephone at 408-293-5818. The EEG Terms and Conditions are incorporated by reference into this invoice as if fully set forth herein and are an integral part of this invoice. Any additional or conflicting terms are hereby rejected.



P.O. Box 66001, Stockton, CA 95206 Ph: (209) 933-6980 Central Dispatch: (800) 464-6572 (209) 933-6999

INVOICE NUMBER 195953

INVOICE DATE 06/29/17

> CUSTOMER NUMBER 520821

PAGE

1 of 1

INVOICE

BRANCH PLANT 550730 CCI - READY MIX AMADOR

SALES ORDER NUMBER 161597

CUSTOMER P.O. JOB#16069

BILL TO: MAY-HAN ELECTRIC, INC.
DBA M & M ELECTRIC
1600 AUBURN BLVD
SACRAMENTO CA 95815

 TERMS
 NET: DUE: DA'FE
 DELIVERY ADDRESS

 Net: 30 Days
 07/29/17
 NEW YORK RANCH & RIDGE RD

SPECIAL INSTRUCTIONS

	l .						
TICKET	ITEN	DESCRIPTION	TRUCK	QUANTITY	ŭ	UNIT PRICE	EXTENDED PRICE
1832773 1832773	558546 554101	MIX #546 SHORT LOAD 1 TO 3 1/2 YARDS Subtotal Product	550341713 550341713	3.00 1.00 3.00	CY LD	117.5000	352.50
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-		M8M ELECTRIC					
			77.7				
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i							

TAXABLE AMOUNT:	452.50	SUBTOTAL	SALES TAX	DISCOUNT	TOTAL
NONTAXABLE AMOUNT:		452.50	35.07		487.57

Terms: If Buyer fails to make any payment when due, Buyer agrees to pay Seller late charges at the rate of eighteen percent (18%) per annum on all past due, unpaid amounts. If any legal action is brought for enforcement of any sums due under this invoice, Concrete, Inc. shall be entitled to recover reasonable attorney fees and other court costs incurred in such action, in addition to other relief to which it may be entitled.

TOTAL 3610 SUBSISTENCE OF RATE SUBS. TOTAL (E) BUSINESS PHONE WCI RATE PAGE CASEWB OTHER TOTAL (F) HRS SURCHARGE WCI CLASS TOTAL inciguena IN CASE OF QUESTION CONTACT PREMIUM HOURS (Resident Engineer's Use Only) PREM. TOTAL (D) RATE 89.92 64.26 11% REPORT NO. HRS 43500 180.50 105.14 75.36 TOTAL CCO NO. REGULAR HOURS REG. TOTAL (C) 70.09 RATE 50.24 CONTRACT NO. NAME HRS 1.50 1.50 LAST NAME DESCRIPTION N EXTRA WORK BILL . LABOR CHARGES VINCIGUERA - CONSTRUCTION OTHER EXPENSES SUBJECT TO LABOR MARK-UP (F) OPERATOR LABORER CRAFT ID SIGNATURE OF CONTRACTOR'S REPRESENTATIVE 54 | SIGNATURE OF RESIDENT ENGINEER EMPLOYEE NO. 35 34 36 52 51 53

AL BTIHW

FM 94 1002 M

EER PINK -CONTACTOR (After Approval)



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

16-03 - New York Ranch Road / Ridge Road Intersection Improvement Project

OWNER CONCURRENCE

FI #015: 50/50 Flagging Cost Share

FI No.	Date	Subject	Cost	Time
015	9/27/17	50/50 Flagging Cost Share December 17, 2016 through July 26, 2017	\$12,992.28	0
		Totals:	\$12,992.28	0

We have reviewed the proposed cost and time extension for the above referenced Field Instruction and concur with the amendment.

Jered Reinking, PE

Project Manager

Aaron Brusatori, PE

Director

Date: 9/27/17

Date: 9/27/17

Cc: File



TRANSPORTATION & PUBLIC WORKS

PHONE: (209) 223-6429 FAX: (209) 223-6395

WEBSITE: www.amadorgov.org EMAIL: PublicWorks@amadorgov.org

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

Bid No. 16-03 New York Ranch Road / Ridge Road Intersection Improvement Project

FIELD INSTRUCTION No. 15

TO: Austin Vinciguerra, Project Manager Vinciguerra Construction

DATE: 8/10/17

SUBJECT: Flagging Cost Share

50/50 Split

SPEC: Standard Specifications Section 4-1.05 Changes and Extra Work

DESCRIPTION OF WORK:

Furnish flaggers in accordance with Section 12-5, "Traffic Control System for Lane Closure," of the project special provisions. Payment for flaggers is as specified in Section 12-1.03, "Flagging Costs," of the Standard Specifications. Furnish additional traffic control devices as requested by the Engineer. Payment for additional traffic control devices will be shared.

COMMENTS:

Estimate of Extra Work at Force Account = \$15,000.

This work will be tracked at force account. Please provide DEWR's of costs incurred due to this work. This Flagging Cost share period shall be from December 17, 2016 through July 26, 2017.

ATTACHMENTS:
None.

Issued by:

Jered Reinking
Resident Engineer
Amador County

Agreed by:

Austin Vinciguerra

Date

Project Manager

Vinciguerra Construction

Authorized by:

Jered Reinking Project Manager Amador County

er

Cc: File



Jered Reinking <ireinking@amadorgov.org>

Thu, Sep 7, 2017 at 5:16 PM

NYRR and Ridge Road Project - Priced FI No.15 50/50 Flagging

1 message

Vinciguerra Construction < wvinciguerra@att.net> Reply-To: Vinciguerra Construction < wvinciguerra@att.net>

To: Jered Reinking <ireinking@amadorgov.org> Cc: Vinciguerra Construction < wvinciguerra@att.net>

Jered,

Please find attached priced FI No.15 for the 50/50 flagging from the project restart to end as of 9.7.17.

Give me a call if you should have any questions or wish to discuss (209) 304 9870.

Sincerely,

Austin Vinciguerra Vinciquerra Construction 235 Spanish Street Sutter Creek Ca, 95685 Phone:(209)223-3610 Fax: (209)267-9053

2690K

Scan_0048.pdf

COUNTY OF AMADOR PORTION OF 50% OF THE LABOR, EQUIPMENT, AND FLAGGIING COSTS Work From Project Restart thru Final VINCIGUERRA CONSTRUCTION 03 DESCRIPTION OF WORK 02 WORK PERFORMED BY

Attached is a breakdown of the Equipment, Labor, and Material.

	ATTACHED TO THIS BILL ARE: Labor Charges CEM-4902B	Equipment Charges CEM-4902C	Material Charges CEM-4902D
		Ø	15
Г	T	Eqp Per	Lab Per
	DATE RECEIVED	DATE OF ACTION	
FOR RESIDENT ENGINEER'S USE ONLY	APPROVED FOR PAYMENT	RETURNED FOR CORRECTION	
6	NEW BILL	RESUBMITTAL	

Material Charges CEM-4902D			
o 20	ST SUMMARY, STANDARD MARKUPS & SUBCONTRACTOR MARKUI	Total Subsistence (E)	Total Other Labor Expense (F)
Lab Per	TAL COST SUMMARY, STANDARD MAF	\$3,318.85	
NOTION OF THE PROPERTY OF THE	TOTAL	Total Equipment (A)	Total Materials (B)

Total Materiale (B)	\$3,318.85	Total Subsistence (E)	
		Total Other Labor Expense (F)	
Subtotal Equipment & Materials	3,318.85	Total Labor (C)+(D)+(E)+(F)+Surcharges	7 302 3
15% Standard Mark-up	497.83	35% Standard Labor Markup	1 00000
Total (A) + (B) + Standard Mark-up	\$3,816.68	Total Equipment, Materials & Labor	412 002 20
Total Regular Labor (C)	5,425.92	Performance and Payment Bond	614,934.40
12.00% Regular Labor Surcharge	651.11		
Total Premium Labor (D)	642.60	GRAND TOTAL	
12.00% Premium Labor Surcharge	77.11		\$12,992,28
Total (C) + (D) + Surcharges	\$6,796.74		

IN CASE OF QUESTION CONTACT (Resident Engineer's Use Only) VIACIONARY

(Prime Contractor's Representative)

GNATURE

BUSINESS PHONE

NYRR Flagging Breakdown From 12/	Automobile Comment
3/21/17 - Two Flagger 3hr to Fall thee!	S 16
4/4/17 - Two Flagger 3he Past Survey,	16
4/5/17 - Two Flagger 3hr.	
1/6/17 - Five Flagger 3hr + OT SCART GAM Set Traffic Control to Pull KRAIL From P! And Set At PHOSE NO.02. Q) Flagge Decessary on Ridge. Q) Flaggers Nece. on New York Roman Road.	40/
4/12/17 - Two Flaggers 1/2 Day	8
4/4/17 - Two Flaggers 1/2 Day to Set KRAIC And support survey,	8
4/17/17 - Two Flaggers Flage for Completions of Brck Stope on wall NO 03	16
4/19/17 - Two FLAggers HAR DAY SAT KRAIL.	8,
4/20/17 - TWO FLAGGES HALF DAY	8
4/21/17 - Two Plagges HALF Dry.	8

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AC PART KRAIL GAM-6PM 12 hr (4) FLAGE . 5 6/19 - Two Flaggers HALF DAY 4hr 1,8 AC DIKE CO. 6/30 MICIO SUPPACE TRAFFIC CONTOI Two FLAGGES 84r MICIO SURPACE FLAGGERS SHI OT TWO TOTAL FLAGGING : TIME NO.03 108/10 hr K2500 108/10 hr Signs/STANOS 27day's. 50.24/64.26

308

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K BILL . MATERIAL CHARGES EXTRA W

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CONTRACT NO. VINCIGUERRA MATERIAL and/or WORK done by specialist

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					(INVOICE(8)

FM 94 1002 M

GOLDENROD -CONTRACTOR PINK -CONTACTOR (Affer Approval)

CANARY -RESIDENT ENGINEER

WHITE -DATA ENTRY

CONTRACT NO. CCO NO. REPORT NO. SURCHARGE WCI CLASS WCI RATE PAGE REGULAR HOURS
--



AMADOR COUNTY COMMUNITY DEVELOPMENT AGENCY

TRANSPORTATION & PUBLIC WORKS

PHONE: (209) 223-6429 FAX: (209) 223-6395

WEBSITE: www.amadorgov.org EMAIL: PublicWorks@amadorgov.org

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

16-03 - New York Ranch Road / Ridge Road Intersection Improvement Project

OWNER CONCURRENCE

FI #016: Change PG&E Lid @ No. 6 Box

FI No.	Date	Subject	Cost	Time
016	9/27/17	Swap Traffic Rated PG&E #6 Box Lid with Non TR Fast Release Lid	\$8,174.35	0
		Totals:	\$8,174.35	0

We have reviewed the proposed cost and time extension for the above referenced Field Instruction and concur with the amendment.

Jered Keinking, PE

Project Manager

Aaron Brusatori, PE

Director

Date: 9/27/17

Date: 9/27/17

Cc: File



AMADOR COUNTY COMMUNITY DEVELOPMENT AGENCY

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

Bid No. 16-03 New York Ranch Road / Ridge Road Intersection Improvement Project

FIELD INSTRUCTION No. 16

TO: Austin Vinciguerra, Project Manager Vinciguerra Construction DATE: 5/22/17

SUBJECT: Swap Traffic Rated PG&E #6 Box Lid with Non TR Fast Release Lid

SPEC:

DESCRIPTION OF WORK:

Remove concrete traffic rated lid from PG&E #6 primary splice box per PG&E's request. Clean joint after lid removal. Travel to Pleasanton, CA to retrieve lid part number 36-0149 (quick release steel lid). Install quick release steel lid on clean joint on PG&E #6 primary splice box.

COMMENTS:

Pursuant to Section 4-1.05, "Changes and Extra Work," of the Standard Specifications, Vinciguerra Construction is to proceed with work as described herein.

Estimate of Extra Work at Force Account = \$8,000

ATTACHMENTS:

Correspondence dated May 22, 2017 and May 23, 2017

Issued by:

Jered Reinking

Date

Resident Engineer

Amadør County

Agreed by:

Austin Vinciguerra

Project Manager

Vinciguerra Construction

Authorized by:

Date

Jered Reinking Project Manager

Amador County

cc: File



Jered Reinking <ireinking@amadorgov.org>

Re: URGENT: NEW YORK RANCH and RIDGE ROAD INTERSECTION PROJECT

1 message

Vinciguerra Construction < wvinciguerra@att.net>

Tue, May 23, 2017 at 6:37 AM

To: Vinciguerra Construction < wvinciguerra@att.net>, Sandy Crane < sac0@pge.com> Cc: Jered Reinking < jreinking@amadorgov.org>

Sandy,

We are picking up the new lid this morning in Pleasanton, Ca.

It won't be installed until this afternoon but will be installed by the end of the day.

So if you are going to inspect please don't do so until 2pm today or later.

Sincerely,

Austin Vinciguerra 209 304 9870

Sent from my iPhone

On May 22, 2017, at 2:42 PM, Vinciguerra Construction < wvinciguerra@att.net> wrote:

SENT TO: JERED PEINKING

Pg and E is asking for a different box lid than identified in the special provisions. Will discuss at meeting.

Austin

---- Forwarded Message -----

From: "Crane, Sandy" <SAC0@pge.com>

To: "WVinciguerra (wvinciguerra@att.net)" <wvinciguerra@att.net>

Sent: Monday, May 22, 2017 7:17 AM

Subject: FW: URGENT: NEW YORK RANCH and RIDGE ROAD INTERSECTION PROJECT

CORRECTION: before Wednesday, 5/24.

From: Crane, Sandy

Sent: Monday, May 22, 2017 7:12 AM **To:** WVinciguerra (wvinciguerra@att.net)

Subject: URGENT: NEW YORK RANCH and RIDGE ROAD INTERSECTION PROJECT

Hi, Austin,

The current lid on the primary splice box is not acceptable.

You will need to install the proper lid on this box and have it inspected by PG&E's Inspection Dept. before Thursday, 5/24.

The correct code no. for the lid is 36-0149 (quick release steel lid).

314

Thank you.

Sandy Crane
Senior New Business Representative
209.942.1491
Pacific Gas & Electric Company

DATE PERFORMED DATE OF REPORT OUNT. JOB NO. CONT. RPT. NO. MISC M			TOTAL COST SUMMARY, STANDARD MARKUPS & SUBCONTRACTOR MARKUP	5,656.88 Total Other Labor Expanse / Ex			als & Labor	803.84 Performance and Payment Bond	88.42	GRAND TOTAL \$8.174.35		\$892.26
DATE PERFORMED DATE OF REPORT CONT. JOB NO. CONT. JOB	Attached is a Breakdown of the Equipment, Labor, and Material.	NEW BILL M APPROVED FOR PAYMENT RETURNED FOR CORRECTION	Total Equipment (A)	Total Materials (B)	Subtotal Equipment & Materials	15% Standard Mark-up	Total (A) + (B) + Standard Mark-up	Total Regular Labor (C)	11.00% Regular Labor Surcharge	Total Premium Labor (D)	11.00% Premium Labor Surcharge	Total (C) + (D) + Surcharges

Two Laborer Remove Lid And Place on trailer. 2hr + 2 ahr TRUCK Robert L. 2NT TRAILER ERIC Laborer DRIVE to Pleasonton attempt to Return Lid And Pick op will call. 6hr Laborer Robert 6hr TRUCK K2500 6hr Trailer 4,92 2 Labores - REAL SET NEW Lid And

RE grot \$1. LID on BASE. 3hr TRUCK Robert 20.29 3 hr TRUCK ERIC 25.30 3hr TRAILER 11 hr TRUCK ROBERT 20.29 11 hr Robert IIN TRAILOR ROBUST 4,92 5hr ERIC

317



PLEASE REFER TO INVOICE NUMBER WHEN MAKING PAYMENT AND REMIT TO:

FERGUSON ENTERPRISES INC 1423 PO BOX 740827 LOS ANGELES, CA 90074-0827

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Please contact with Questions: 916-381-6100

 SHIP TO:	

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VINCIGUERRA CONSTRUCTION 235 SPANISH ST **SUTTER CREEK CA 95685-9584**

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You'll receive one email per day with all your invoices attached as a PDF. Contact us with your email address today.

Call us at the number above to switch to email delivery today!



1% 10TH NET 25TH

ORIGINAL INVOICE

TOTAL DUE

All past due amounts are subject to a service charge of 1.5% per month, or the maximum allowed by law, if lower. If Buyer fails to 318 pay within terms, then in addition to other remedies, Buyer agrees to pay Seller all costs of collection, including reasonable attorney fees. Complete terms and conditions are available upon request or at http://wolseleyna.com/terms_conditionsSale.html and are incorporated by reference. Seller may convert checks to ACH. 0001:0001

NYRR
EXTRA WORK BILL • EQUIPMENT CHARGES

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PINK CONTACTORRÉSTIGNE POR USE OMBENROD -CONTRACTOR NAME NAME

(A) 403.81 BUSINESS PHONE 2.0 7 2.23 3 (1.0)

SIGNATL & F PRIME CONTRACTOR'S REPRESENTATIVE 6

NNR
EXTRA WORK BILL • MATERIAL CHARGES
VINCIGUERRA

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WHITE -DATA ENTRY

New York Ranch Road/Ridge Road Intersection Improvement Project

Bid No. 16-03

County Project No. 5515 & 5535 Federal Aid Project No. HSIPL 5926(039) Federal Aid Project No. HRRRL 5926(040)

FINAL CONTRACT ITEM QUANTITY BALANCING

Control Cont	REVISED ITEM VALUE ODD OT BUG TO	\$1,500.00	\$2,000.00	\$4,000.00	\$40,000.00	\$3,150.00	\$10,000.00	\$46,200.00	\$3,000.00	\$2,000.00	\$1,200.00	\$250.00	\$0.00	\$0.00	\$133.00	\$3 627 00	\$2,422,50	\$10,000.00	\$3,000.00	\$400.00	\$8,000.00	\$1,500.00	\$10,160.00	\$599.50	\$3,150.00	\$2,210.00	\$5,000.00	\$1,000.00	\$625.00	\$2,101.00	\$400.00	\$3,276.00	\$500.00	\$2,025.00	\$41,000.00	\$25,000.00	\$271,300.00	\$1,400.00	\$1,926.30	\$1,000.00	\$40,554.20	\$4,700.00	\$69,000,00	\$174,800.00	\$3,000.00	\$2,165.00
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New York Ranch Road/Ridge Road Intersection Improvement Project

Bid No. 16-03

County Project No. 5515 & 5535 Federal Aid Project No. HSIPL 5926(039) Federal Aid Project No. HRRRL 5926(040)

FINAL CONTRACT ITEM QUANTITY BALANCING



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

Bid No. 16-03 New York Ranch Road / Ridge Road Intersection Improvement Project

FIELD INSTRUCTION No. 10

TO: Austin Vinciguerra, Project Manager

Vinciguerra Construction

DATE: 4/19/17

SUBJECT: Retaining Wall No. 1 and No.

3, Reinforced Backfill material

SPEC:

DESCRIPTION OF WORK:

Construct Retaining Wall No. 1 and 3 by placing and compacting the "reinforced backfill" zone utilizing a material source that meets project specifications, specifically by blending approximately 50% of native or other material generated within the project limits with 50% of imported recycled class 2 aggregate base.

For this work the Contractor shall receive and accept the agreed lump sum of \$123,009.11. This sum constitutes full and complete compensation for providing all labor, material, equipment, tools and incidentals, and includes all markups by reason of this change.

COMMENTS:

Pursuant to Section 4-1.05, "Changes and Extra Work," of the Standard Specifications, Vinciguerra Construction is to proceed with work as described herein.

ATTACHMENTS:

Correspondence dated April 19, 2017 between J. Reinking and A. Vinciguerra.

Cc: File



Jered Reinking <jreinking@amadorgov.org>

Re: NYRR and Ridge Road Intersection - Wall No.01 and Structure Backfill

1 message

Jered Reinking < ireinking@amadorgov.org> To: Vinciguerra Construction < wvinciguerra@att.net> Wed, Apr 19, 2017 at 9:05 PM

All things considered on this subject matter,

County will pay you by force account and issue field instruction to keep the work flow going if deemed necessary and we agree extra work is required.

we may ultimately agree to a lump sum cost for eligible extra work.

Cannot stop work in the interim.

Thank you,

Jered Reinking **Amador County**

Sent from my iPhone

- > On Apr 19, 2017, at 8:50 PM, Jered Reinking <ireinking@amadorgov.org> wrote:
- > austin.

> Item 1. Wall 1 - i dont like it, but you may need to extend existing culvert at wall 1. Vinciguerra was excavating today at wall 1. i need to evaluate any fill condition down by the existing culvert before you proceed in that area.

> Item 2. Blending of material - you will need to demonstrate native material cannot be sorted to meet spec requirement under normal condition. if it cannot, blending of import will be required. Lets work together to make decision. my only dog in the fight is to deliver quality product, not defend designer.

> Item 3. Light pole and mbgr posts - light pole foundations not too critical now. mbgr steel posts are 8 feet long. i dont have exact post height above FG, but i would assume that we need to drive/drill posts at least 5 feet into MSE. wall 3 is 6 feet in depth at deepest height, i need details on post/foundation installation that can be accepted by wall subcontractor. this may involved pre-cutting geogrid to accommodate post or light pole foundation installation. i dont want to blunt or disturb geogrid aftee wall / and 3 are completed.

> thanks.

> -jered

> >

> Sent from my iPhone

>> On Apr 19, 2017, at 8:07 PM, Vinciguerra Construction <wvinciguerra@att.net> wrote: >>

>> Jared,

>>

>> We will extend the culvert and place the additional fill tomorrow starting mid morning.

>> Please confirm if we need to blend rec base in all of the backfill for the MSE wall if so we need to discuss additional cost and a possible lump sum agreement. We will need to know this soon and we will need to process material in preparation for backfill activities.

325

>> We can also discuss the light poles at the MSE walls.

- >> Sincerely,
- >>
- >> Austin Vinciguerra
- >> Sent from my iPhone



SECTION 8

PROSECUTION AND PROGRESS

8-1.10B Failure to Complete Work Parts within Specified Times

The Department may deduct specified damages from payments for each day in completing a work part beyond the time specified for completing the work part.

Damages for untimely completion of work parts may not be equal to the daily amount specified as liquidated damages for the project as a whole, but the Department does not simultaneously assess damages for untimely completion of work parts and for the whole work.

Damages accrue starting the 1st day after a work part exceeds the specified time through the day the specified work part is complete.

8-1.10C Failure to Complete Work Parts by Specified Dates

The Department may deduct specified damages from payments for each day in completing a work part beyond the specified completion date for the work part.

Damages for untimely work part completion may not be equal to the daily amount specified as liquidated damages for the project as a whole, but the Department does not simultaneously assess damages for untimely work part completion and the whole work.

Damages accrue starting the 1st day after an unmet completion date through the day the work part is complete.

8-1.10D Director Days

If the work is not completed within the working days, the Director may grant director days if it serves the State's best interest.

By granting director days, the Director adds working days to the Contract. The Director may either grant enough days to eliminate the liquidated damages or fewer. In the latter case, the Department deducts liquidated damages for the remaining overrun in Contract time. The Director may deduct the Department's engineering, inspection, and overhead costs incurred during the period of extension granted as director days.

8-1.11-8-1.12 RESERVED

8-1.13 CONTRACTOR'S CONTROL TERMINATION

The Department may terminate your control of the work for failure to do any of the following (Pub Cont Code § 10253):

- 1. Supply an adequate workforce
- 2. Supply material as described
- 3. Pay subcontractors (Pub Cont Code §10262)
- 4. Prosecute the work as described in the Contract

The Department may also terminate your control for failure to maintain insurance coverage.

For a federal-aid project, the Department may terminate your control of the work for failure to include "Required Contract Provisions, Federal-Aid Construction Contracts" in subcontracts.

The Department gives you and your surety notice at least 5 business days before terminating control. The notice describes the failures and the time allowed to remedy the failures. If failures are not remedied within the time provided, the Department takes control of the work.

The Department may complete the work if the Department terminates the Contractor's control or you abandon the project (Pub Cont Code § 10255). The Department determines the unpaid balance under Pub Cont Code § 10258 and the Contract.

At any time before final payment of all claims, the Department may convert a Contractor's control termination to a Contract termination.



New York Ranch Road/Ridge Road Intersection Improvement Project

Bid No. 16-03

County Project No. 5515 & 5535 Federal Aid Project No. HSIPL 5926(039)

Federal Aid Project No. HRRRL 5926(040)

ESTIMATE # PAA05	
PERIOD ENDING	final

NO	DESCRIPTION	UNIT MEASURE	BID QUANTITY	QUANTITY THIS PERIOD	TO DATE	PRICE	THIS ESTIMATE \$
		15	-	0.000	1.000	(2) \$1,500.00	(1)X(2)= \$0.00
2	Lead Compliance Plan Progress Schedule (Critical Path Method)	LS	1	0.000	0.750	\$2,000.00	\$0.0
3	Construction Area Signs	LS	1	0.000	0.900	\$4,000.00	\$0.0
4	Traffic Control System	LS	1	0.000	1.000	\$40,000.00	\$0.0
5	Temporary Traffic Stripe (Paint)	LF	6175	0.000	0.000	\$0.50	\$0.00
6	Portable Changeable Message Sign	EA LF	2310	0.000	3.600 2310.000	\$2,500.00 \$20.00	\$0.0 \$0.0
7 8	Temporary Railing (Type K) Temporary Crash Cushion Module	EA	3	0.000	3.000	\$1,000.00	\$0.0
9	Prepare Storm Water Pollution Prevention Plan	LS	1	0.000	1.000	\$2,000.00	\$0.0
10	Rain Event Action Plan	EA	27	0.000	1.000	\$150.00	\$0.0
11	Storm Water Sampling and Analysis Day	EA	14	0.000	1.000	\$250.00	\$0.0 \$0.0
12	Storm Water Annual Report	LS SQYD	975	0.000	0.000	\$500.00 \$2.00	\$0.0
13 14	Temporary Soil Binder Temporary Check Dam	LF	1890	0.000	45.000	\$3.00	\$0.0
15	Temporary Drainage Inlet Protection	EA	2	0.000	1.000	\$500.00	\$0.0
16	Temporary Fiber Roll	LF	1209	0.000	700.000	\$3.00	\$0.0
17	Temporary Silt Fence	LF	3362	0.000	969.000	\$2.50	\$0.0
18	Temporary Construction Entrance	EA	4	0.000	4.000	\$2,500.00	\$0.0 \$0.0
19	Temporary Concrete Washout	LS LF	1 100	0.000	1.000	\$3,000.00 \$4.00	\$0.0
20	Temporary Fence (Type ESA) Contractor Supplied Biologist	LS	100	0.000	1.000	\$8,000.00	\$0.0
22	Remove Pillars	LS	1	0.000	1.000	\$1,500.00	\$0.0
23	Remove Fence	LF	1274	0.000	1270.000	\$8.00	\$0.0
24	Remove Painted Traffic Stripe	LF	1199	0.000	0.000	\$0.50	\$0.0
25	Remove Thermoplastic Traffic Stripe	LF	6081	0.000	0.000	\$0.50	\$0.0
26 27	Remove Pondride Sign	SQFT EA	6	0.000	0.000 6.000	\$2.50 \$125.00	\$0.0 \$0.0
28	Remove Roadside Sign Remove Culvert	EA	2	0.000	2.000	\$2,500.00	\$0.0
29	Remove Headwall	EA	1	0.000	1.000	\$1,000.00	\$0.0
30	Remove Base and Surfacing	CY	25	0.000	25.000	\$25.00	\$0.0
31	Salvage Guardrail	LF	191	0.000	191.000	\$11.00	\$0.0
32	Relocate Mailbox and Address Post	EA	2	0.000	2.000	\$200.00	\$0.0
33	Relocate fence	LF EA	156	0.000	156.000 0.500	\$21.00 \$500.00	\$0.0 \$0.0
34 35	Relocate Gate Relocate Roadway Sign	EA	9	0.000	0.000	\$225.00	\$0.0
36	Remove Tree	EA	16	0.000	41.000	\$1,000.00	\$0.0
37	Clearing and Grubbing	LS	1	0.000	1.000	\$25,000.00	\$0.0
38	Roadway Excavation	CY	5426	0.000	5426.000	\$50.00	\$0.0
39	Ditch Excavation	CY	80	0.000	14.000	\$100.00	\$0.0
40	Subgrade Enhancement Geotextile	SQYD	6421	0.000	6421.000 0.500	\$0.30 \$1,000.00	\$0.0 \$0.0
41 42	Move-In/Move-Out (Erosion Control) Erosion Control (Bonded Fiber Matrix)	LS SQFT	31321	0.000	35514.000	\$0.30	\$0.0
43	Hydroseed	SQFT	4745	0.000	0.000	\$1.00	\$0.0
44	Class 2 Aggregate Base	CY	1800	0.000	1800.000	\$50.00	\$0.0
45	Slurry Seal	TON	214	0.000	214.000	\$300.00	\$0.0
46	Hot Mix Asphalt (Type A)	TON	1728	0.000	1728.000	\$100.00	\$0.0
47	Place Hot Mix Asphalt (Miscellaneous Area)	SQYD LF	30 571	0.000	0.000 507.000	\$100.00 \$2.50	\$0.0 \$0.0
48	Place Hot Mix Asphalt Dike (Type A) Place Hot Mix Asphalt Dike (Type C)	LF	160	0.000	160.000	\$2.50	\$0.0
50	Place Hot Mix Asphalt Dike (Type F)	LF	1547	0.000	1547.000	\$2.50	\$0.0
51	Mechanically Stabilized Earth Embankment	SF	8023	0.000	7555.000	\$70.00	\$0.0
52	Additional Import Structural Backfill	CY	1000	0.000	0,000	\$1.00	\$0.0
53	Concrete Block Gravity Wall	SF	2340	0.000	2707.500	\$60.00	\$0.0
54	Minor Concrete (Minor Structure)	CY SQFT	120	0.000	9.000 120.000	\$1,000.00 \$100.00	\$0.0 \$0.0
55 56	8" CMU Ret Wall (Masonry Wall) Furnish Single Sheet Aluminum Sign (0.063"-Unframed)	SQFT	70	0.000	0.000	\$25.00	\$0.0
57	Roadside Sign - One Post	EA	13	0.000	0.000	\$125.00	\$0.0
58	12" Reinforced Concrete Pipe	LF	115	0.000	116.000	\$75.00	\$0.0
59	18" Reinforced Concrete Pipe	LF	133	0.000	107.000	\$81.00	\$0.0
60	30" Reinforced Concrete Pipe	LF	7	0.000	7.000	\$150.00 \$1,250.00	\$0.0 \$0.0
61	Steel Pipe Inlet (GMP)	EA EA	3	0.000	1.000 3.000	\$1,250.00	\$0.0
62 63	12" Concrete Flared End Section 18" Concrete Flared End Section	EA	5	0.000	4.000	\$1,750.00	\$0.0
64	30" Concrete Flared End Section	EA	1	0.000	1.000	\$2,000.00	\$0.0
65	Rock Slope Protection (Light, Method B)	CY	145	0.000	112.400	\$100.00	\$0.0
66	Rock Slope Protection Fabric (Class 8)	SQYD	300	0.000	218,500	\$2.00	\$0.0
67	Minor Concrete (Miscellaneous Construction)	CY	3	0.000	3.000	\$1,000.00	\$0.0
68	PCC Driveway	EA LF	1 1229	0.000	1.000 0.000	\$5,000.00 \$14.00	\$0.0
69 70	Fence (Type BW, Wood Post) Delineator (Class 1)	EA	5	0.000	0.000	\$55.00	\$0.0
71	Midwest Guardrail System (MBGR w/ steel posts, A77 Series)	LF	906	0.000	906.000	\$33.40	\$0.0
72	Midwest Guardrail System (MBGR w/ wood posts, A77 Series)	LF	619	0.000	619.000	\$30.00	\$0.0
73	End Anchor Assembly (Type SFT)	EA	3	0.000	3.000	\$770.00	\$0.0
74	Alternative In-Line Terminal System	EA	3	0.000	3.000	\$3,000.00	\$0.0
75	Alternative Flared Terminal System	EA	1	0.000	1.000	\$2,500.00	\$0.0 \$0.0
76	Quadguard II Terminal System (Narrow)	EA LF	1 10	0.000	1.000	\$20,000.00	\$0.0
77 78	Concrete Barrier (Type 60C) Paint Traffic Stripe (1-Coat)	LF	11313	0.000	0.000	\$0.50	\$0.0
78	Paint Pavement Marking (1-Coat)	SQFT	1090	0.000	0.000	\$4.00	\$0.0
80	Signal and Lighting	LS	1	0.000	0.820	\$299,000.00	\$0.0
81	Emergency Vehicle GPS Pre-Emption System	LS	1	0.000	0.000	\$14,200.00	\$0.

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New York Ranch Road/Ridge Road Intersection Improvement Project **ESTIMATE # PAA05** PERIOD ENDING Bid No. 16-03 County Project No. 5515 & 5535 Federal Aid Project No. HSIPL 5926(039) Federal Aid Project No. HRRRL 5926(040) VINCIGUERRA CONSTRUCTION, INC. Contractor: THIS ESTIMATE QUANTITY QUANTITY UNIT ITEM LINIT BID TO DATE PRICE QUANTITY THIS PERIOD NO DESCRIPTION MEASURE (1)X(2)= (2) (1) 0.000 1.000 82 Utility Work 0.000 1.000 \$120,000.00 \$0.00 83 Mobilization ITEM SUBTOTAL \$0.00 QUANTITY % THIS PERIOD UNIT PRICE % TO DATE CCO's **AUTHORIZED EXTRA WORK** METHOD/UNIT \$0.00 PC02;FI05 Revised Retaining Wall No. 2 Ultra Block Wall 100.00% \$83,000.00 \$18,337.44 \$0.00 RFI06;FI02 Revised Midwest Guardrail System Layout (Narrow) 0.00% 100.00% \$5,017.70 \$9,681.29 \$0.00 LS 100.00% RFI10;FI04 Additional work required for unknown utilities on priv prop 0.00% \$0.00 FIO7 Reconstruct Drainage Inlet at Intersection LS 0.00% 100.00% \$0.00 FI08 50/50 Flagging Cost Share (July 5, 2016 through December 16, 2016) \$19,297.49 LS 0.00% 100.00% \$24,058.41 \$0.00 FA 3 FI09 Retaining Wall No.1 Footing Fill/Pipe 0.00% 100.00% \$0.00 FA \$6,032,10 PC04; FI11 McCain Intersection Control Software 0.00% 100.00% \$0.00 \$11.538.97 FI12 Retaining Wall No. 3 Footing Foundation FA 0.00% 100.00% PC03; FI13 Street Light Relocation near "B" 7+50 \$0.00 FA 0.00% 100.00% \$4,464.52 \$0.00 FI14 Electrical Box under Trent Way 100.00% 0.00% Fil5 50/50 Flaggin Cost Share (Decemebr 17, 2016 through July 26, 2017) Fil6 Change PG&E Lid on #6 Box \$0.00 FA 100.00% \$12,992,28 0.00% \$8,174.35 \$0.00 100.00% N/A FA 0.00% \$10,919.40 \$0.00 Final Contract Item Quantity Balancing N/A N/A UP FI10 Retaining Wall No.1 and 3 Structural Backfill - Claim FF No. 1 0.00% 100.00% \$123,009.11 \$0.00 \$0.00 N/A N/A N/A N/A \$0.00 **Director Days** (\$22,050.00) \$0.00 Adjustment for CCO No.1 PC02;FI05 Extra Work paid as Contract Item No. 5 0.00% 100.00% CCO SUBTOTAL \$0.00 METHOD/UNIT QUANTITY % THIS PERIOD % TO DATE **UNIT PRICE** DEDUCTIONS \$0.00 (\$10,919.40) CCO#3, Item 8, Final Contract Item Quantity Balancing LS N/A N/A N/A DEDUCTION SUBTOTAL \$0.00 \$ TOTAL THIS ESTIMATE \$ 320,058.00 AUTHORIZED EXTRA WORK \$ (10,919.40) **DEDUCTIONS** \$ 2,290,861.40 PREVIOUSLY PAID (CONTRACT ITEMS) 8,707.50 PREVIOUSLY PAID RELEASED RETENTION (PRIOR) \$ 123,072.80 RELEASED 5% RETENTION (SEMIFINAL) 2,343,045.72 \$ AMOUNT PREVIOUSLY PAID \$ WITHHOLD 256,954.28 \$ FINAL PAYMENT \$ 2,600,000.00 PAYMENT TO DATE 2,600,000.00 CONTRACT ALLOTMENT PENDING BALANCE \$





Department of Transportation and Public Works

Contract No. 16-03 New York Ranch Road / Ridge Road Intersection Improvement Project

Sheet I of I November 7, 2016

Contract Change Order No. 1

To:	Vinciguerra	Construct	ion, Contractor
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You are hereby directed to make the herein described changes from the plans and specifications or do the following described work not included

in the plans and specifications on this contract. Description of work to be done, quantities and prices to be paid. Unless otherwise stated, rates for rental of equipment cover only such time as equipment is actually used and no allowances will be made for idle time. Change requested by Resident Engineer. Revised Retaining Wall No 2 Ultra Block Wall 83,000.00 Total Cost: INCREASE \$2,279,942.00 Change Order Totals \$83,000.00 2,362,942.00 Original Contract New Contract Cost. Total By reason of the order the time of completion will be adjusted as follows Add No (0) Working Days Date 11/7/16 Resident Engineer Submitted by Date 11/7/16 Project Manager Approval Recommended Date 11/8/16 Director, Fransportation Approved by We, the undersigned Contractor, have given careful consideration to the change proposed and all of its impacts, both direct and indirect, and hereby agree, if this proposal is approved, that we will provide all equipment, furnish all materials, except as may otherwise be noted above, and perform all services necessary for the work above specified, and will accept as full payment therefore the prices and time extensions shown above 14/16 FOT Contractor Vinciguerra Construction If the Contractor does not sign acceptance of this order, his attention is directed to the requirements of the specifications as to proceeding with the ordered work and filing a written protest within the time therein specified

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AMADOR COUNTY COMMUNITY DEVELOPMENT AGENCY TRANSPORTATION & PUBLIC



PHONE: (209) 223-6429 FAX: (209) 223-6395 WEBSITE: www.amadorgov.org EMAIL: PublicWorks@amadorgov.org



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

Bid No. 16-03 New York Ranch Road / Ridge Road Intersection Improvement Project

FIELD INSTRUCTION No. 05

TO: Austin Vinciguerra, Project Manager Vinciguerra Construction DATE: 9/6/16

SUBJECT: Revised Retaining Wall No. 2 Ultra Block Wall SPEC: Special Provisions Section 47-8 Gravity Wall System

DESCRIPTION OF WORK:

Construct new embankment fill, drainage facilities, fencing, and revised Retaining Wall No. 2 as shown on the attached plans.

New Embankment Fill, Drainage Facilities, and Fence at Retaining Wall No. 2

The work includes additional clearing and grubbing, complete removal of all existing Ultra Blocks, salvage existing RSP, placing new BMP's, preparing the site to receive structural backfill, backfilling the area with structural backfill material (i.e. Class 2 AB or equivalent) and capping the structural backfill materials with native or suitable import soil to design grades, construct new 36-inch Type OMP inlet/riser with ladder, construct new rock lined drainage swales, construct new 18-inch CMP culvert with CMP FES, and construct new fence Type BW.

Extra Work at Agreed Lump Sum

For this work the contractor shall receive and accept the agreed lump sum of \$ 44,200.00. This sum constitutes full and complete compensation for providing all labor, material, equipment, tools and incidentals, and includes all markups by reason of this change.

Revised Retaining Wall No. 2

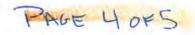
Construct Retaining Wall No. 2 as shown on the attached revised plan. Compensate the contractor for costs of additional labor, backfill volume, and retaining wall materials associated with constructing the taller Retaining Wall No. 2 that are not accounted for in the bid item price.

Increase in Bid Item at Bid Item Price

Item 53 Concrete Block Gravity Wall: +367.5 SF (15.7%) @ \$60.00/SF = \$22,050.00

Payment Adjustment at Agreed Lump Sum

For this work, the contractor shall receive and accept the agreed lump sum adjustment of compensation of \$16,750.00. This sum constitutes full and complete compensation for providing all labor, material, equipment, tools and incidentals, and includes all markups by reason of this change.





Bid No. 16-03 New York Ranch Road / Ridge Road Intersection Improvement Project

FIELD INSTRUCTION No. 05

Summary of Compensation

Extra Work at Agreed Lump Sum	+\$44,200.00
Estimate of Increases in Bid Items at Bid Unit Prices	+\$22,050.00
Payment Adjustment at Agreed Lump Sum	+\$16,750.00
Total	+\$83,000.00

COMMENTS:

Consideration of a time adjustment will be deferred until completion of the work specified in this change order. A determination of a time adjustment will be made in accordance with Section 8-1.07, "Delays," of the Standard Specifications.

ATTACHMENTS:

Drawing S-6A (sheet 29A of 35), Retaining Wall #2 Pipe and Grading,

OMP Pipe Connection Detail.

Issued by:

Leland Mason

Date

Resident Engineer

Quincy Engineering, Inc.

Agreed by:

Austin Vinciguerra

Date

Project Manager

Vinciguerra Construction

Authorized by:

Jered Reinking

Date

Project Manager

Amador County

Cc: File

Submitting Department: Sheriff Meeting Date: January 9, 2018

SUBJECT

Sheriff's Office: California Forensic Medical Group (CFMG) jail medical contract amendment. This amendment modifies existing language related to dental services to inmates and allows for inmates to receive dental treatment when appropriate at the Calaveras County Jail through CFMG services at that facility.

Recommendation:

Approve contract amendment, authorize chairman's signature

4/5 vote required:

No

Distribution Instructions:

Sheriff's Office

ATTACHMENTS

• CFMG.DentalAmendment.pdf

SECOND AMENDMENT TO CONTRACT FOR MEDICAL SERVICES FOR INMATES OF AMADOR COUNTY ADULT DETENTION FACILITY

THIS SECOND AMENDMENT TO CONTRACT FOR MEDICAL SERVICES FOR INMATES OF AMADOR COUNTY ADULT DETENTION FACILITY (this "Second Amendment") is made as of November____, 2017 by and between COUNTY OF AMADOR, a political subdivision of the State of California ("County") and CALIFORNIA FORENSIC MEDICAL GROUP, INCORPORATED, a California corporation ("Contractor").

RECITALS

- A. WHEREAS County and Contractor executed an agreement (the "Original Agreement") dated July 1, 2008 whereby Contractor agreed to provide health care services to inmates and detainees in the custody of the Amador County Sheriff, upon the terms and conditions set forth in the Original Agreement; and
- B. WHEREAS County and Contractor previously modified the Original Agreement as set forth in the First Amendment; and
- C. WHEREAS County and Contractor now desire to modify the contract regarding the offsite dental treatment of inmates and detainees;
 - NOW, THEREFORE, the parties agree as follows:
- 1. Exhibit A, Section J, Paragraph 2 is amended to read as follows:
 - Although treatment is not limited to simple extractions, elective restorative work that can reasonably be deferred without serious detriment to the patient should be considered the inmate's responsibility. Such work may, with custody's approval, be done during the period of incarceration at the inmate's expense. Otherwise, appropriate referral information should be supplied upon release. A record of dental treatment will be maintained in each patient's medical record. Dental services for adults will be provided at the Calaveras County Jail on a bi-weekly schedule.
- 2. Except as set forth in this First Amendment, the Original Agreement shall remain unmodified and in full force and effect.

(signatures on following page)

COUNTY:	CONTRACTOR:
By: Chairman, Board of Supervisors Date:	By: Briana Elvaiah, CFO Date: 12-8-17
APPROVED AS TO FORM:	
Sheriff County of Amador	County Counsel County of Amador
ATTEST:	
Clerk, Board of Supervisors County of Amador	

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

Submitting Department: Board of Supervisors Meeting Date: January 9, 2018

SUBJECT

Law Library Committee: Re-appointment of members for a one-year term ending December 31, 2018: Laura Einstadter; John Allen; Gail S. Smith; Michael T. McEnroe; Andrea C. Sexton.

Recommendation:

Approve re-appointments.

4/5 vote required:

No

Distribution Instructions:

Heather Korsgaard; re-appointed members, file

ATTACHMENTS

•

Submitting Department: Administration Meeting Date: January 9, 2018

SUBJECT

Administration: Appointment of Jered Reinking as Interim Public Works Director

Recommendation:

Approve appointment effective January 1, 2018

4/5 vote required:

No

Distribution Instructions:

HR, Auditor

ATTACHMENTS

•

Submitting Department: Agriculture Department Meeting Date: January 9, 2018

SUBJECT

Agriculture: Approval of Records Retention Schedule

Recommendation:

Approval.

4/5 vote required:

No

Distribution Instructions:

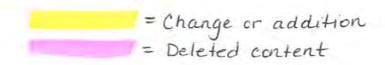
Chuck Iley - CAO, Greg Gillott - County Counsel, Tacy Oneto Rouen - Auditor/Controller, Teresa Guidi - Records/Archives

ATTACHMENTS

- Ag Records Retention Schedule Request
- Ag Proposed Retention Schedule
- Ag Current Retention Schedule

COUNTY OF AMADOR REQUEST FOR APPROVAL OF RECORDS RETENTION SCHEDULE (RM4)

The Board of Supervisors is requested to constitutes continuing authority for the	to approve the attached records retention so proper disposition of the records listed.	chedule(s); approval
Agency/Department: Ag Commissioner/Sealer of Wei Date Submitted:	Division: ghts & Measures Agricult Schedule No.	ture
December 19, 2011	1100-2017-0.	5
	ion schedule(s) which has/have been prepared after of iscal, or historical value, as well as to application of	
Agency/Department Head Signature	Title: Agricultural Commissioner	Date: 12 - 20-17
Print/Type Name: Eric Mayberry		
Division Head Signature (if different)	Title:	Date:
Print/Type Name:		
any laws listed. I hereby certify that I at department in his/her absence.	tention periods assigned to records on the attached somethic lawful head of the department or that I am	
County Counsel Signature	Title: County Counsel	Date: 12/21/17
Print/Type Name: Gregory Gillot		• /
	REVIEW iewed the retention periods assigned to records on reby certify that I am the lawful head of the departme	
Auditor-Controller Signature Print/Type Name: Taky Oneto Rouen	Title: Auditor-Controller	Date: 12/27/17
4. ARCHIVAL REVIEW As County Archivist, I have reviewed the historical or research value. I hereby certify division in his/her absence.	attached schedule(s) and have identified those items y that I am the lawful head of the division or that I ar	s that, in my judgment, have archival, m authorized to act for the head of this
Archivest Signature	Title Records & Volunteer	r Admin. Date 12/19/17
Print/Type Name: Teresa K. Guidi		
	wed the attached schedule(s) for compliance with c ement practices. I hereby certify that I am the law	
Records Manager Signature	Title Records & Volunteer	r Admin. Date 12/19/17
Print/Type Name: Teresa K. Guidi		
6. BOARD OF SUPERVISORS	APPROVAL Date:	



	troposea	Department	Ag (Comr	nissi	oner & Seal	ler of Weigl	hts & Measures	Schedule Number (1) 05 Date 12/20/17
	Proposed Schedule	Division							Page 1 of 6 Pages
	Joneaule					ort Road 5642			Records Management Approval Number (2) BOS Approved:
TEM JMBER		OF RECORDS	M e d	V	A	_	RETENTION	N.	REMARKS
		or suant to Government Code ome records more than two sary to comply with audits, equiring the continued d County records in tutes and regulations and ontial and require destruction ives. OUNTY PROPERTY and are files. They may not be or otherwise as necessary in ss. Employees may not take han their offices except as		t a l	c h ı v	OFFICE	RC	TOTAL	
(3)	(4)		(5)	(6)	(7)	(8)	(9)	(10)	(11)
	Note: Destruction of duplicate copies is authorized purs Section 26201. Pursuant to Government Code Section 26202, son years old may be destroyed. Retention periods shall be extended when necessa civil and criminal action, and any other matter requestention of the records. County Archives shall provide access to archived accordance with applicable Federal and State state County ordinances and policies. Any records depicted in this schedule as confidently shredding are not eligible for review by Archive County records, both originals and copies, are CO required to be kept in the appropriate offices and it removed therefrom except for inter-office work of the ordinary course of conducting County business County records home or to some location other the required in the ordinary course of conducting County records.	ry to comply with audits, uiring the continued County records in tes and regulations and tial and require destruction res. UNTY PROPERTY and are files. They may not be otherwise as necessary in s. Employees may not take an their offices except as nty business.							"CCR" = California Code of Regulations "CDFA" = California Department of Food & Agriculture "CFY" = Current Fiscal Year "CY" = Current Year "DPR" = Department of Pesticide Regulation "DMS" = Department of Measurement Standards "FAC" = Food and Agricultural Code "GC" = Government Code "GSA" = Amador County General Services Administration
	Based on current recycling policies, records not do Agency possessing the records will be recycled under This retention schedule supersedes all previously schedules. All County departments/divisions shall comply with Administrative Records Retention Schedule (CAR department/division specific retention schedule. I longer retention shall be adhered to.	approved retention th the current Countywide (RS) as well as their							

	Department	Ag C	omr	nissi	oner & Seal	er of Weig	hts & Measures	Schedule Number (1) 05 Date 12/20/17
	Division							Page 2 of 6 Pages
					ort Road 05642			Records Management Approval Number (2) BOS Approved:
TEM JMBER	TITLE AND DESCRIPTION OF RECORDS	M e	V	A		RETENTIO	N	REMARKS
		d i a	t a l	h i v	OFFICE	RC	TOTAL	
(3)	(4)	(5)	(6)	e (7)	(8)	(9)	(10)	(11)
01	CHEMICALS************************************	М			CFY + 2 years			Pursuant to 3 CCR §6624 pesticide use records must be retained for two years. Department preference.
02	DAILY/MONTHLY REPORTS************************************	М			CFY + 2 years			No specific retention authority was discovered; thereby, i accordance with GC26202. Department preference.
1	Commissioner/Administrative Secretary. Copies of time tracking State forms (i.e., CDFA, DPR and DMS).							

	Departm	ent Ag	Com	missi	oner & Seal	ler of Weig	hts & Measures	Schedule Number (1) 05 Date 12/20/17
	Division							Page 3 of 6 Pages
	Address				ort Road 95642			Records Management Approval Number (2) BOS Approved:
ITEM IUMBER	TITLE AND DESCRIPTION OF RECORDS	M		A		RETENTION		REMARKS
		d i a	a	c h v	OFFICE	RC	TOTAL	
(3)	(4)	(5)	(6)		(8)	(9)	(10)	(11)
	DEVICE REGISTRATIONS/INSPECTIONS************ May include: registrations or inspection reports for scales, pumps, vapor meters, propane trucks, taxi meters, etc. List companies which utilize such devices.	gas	1		CFY + 2 years		3 years	No specific retention authority was discovered; thereby, in accordance with GC26202. Department preference.
04	GROWER PERMITS************************************				CFY + 2 years		3 years	No specific retention authority was discovered; thereby, accordance with GC26202. Department preference.

	Department	Ag C	omn	nissi	oner & Seal	er of Weig	hts & Measures	Schedule Number (1) 05 Date 12/20/17		
	Division							Page 5 of 6 Pages		
	Address				ort Road 95642			Records Management Approval Number (2) BOS Approved:		
TEM JMBER	TITLE AND DESCRIPTION OF RECORDS	M e	V i	A	·	RETENTIO	N	REMARKS		
		d i a	t a 1	c h ı v	OFFICE	RC.	TOTAL			
(3)	(4)	(5)	(6)	(7)	(8)	(9)	(10)	(11)		
06	NURSERY INSPECTIONS May include: report of nursery inspections; list of county nurseries.	M			CFY + 2 years		3 years	No specific retention authority was discovered; thereby, in accordance with GC26202. Department preference.		
07	PEST CONTROL REGISTRATIONS************************************				CFY + 2 years		3 years	No specific retention authority was discovered; thereby, in accordance with GC26202. Department preference.		
	5) Farm Labor Contractor May include: County registration form; copy of Farm Labor Contractor License; copy of Farm Labor Contractor Certificate of Registration									
08	PESTICIDE ILLNESS REPORTS************************************	М			CFY+2 years		3 years	No specific retention authority was discovered; thereby, ir accordance with GC26202. Department preference.		

	Departmen	t Ag (Comi	nissi	oner & Seal	er of Weig	hts & Measures	Schedule Number (1) 05 Date 12/20/17	
	Division							Page 6 of 6 Pages	
	Address				ort Road 95642			Records Management Approval Number (2) BOS Approved:	
ITEM UMBER	TITLE AND DESCRIPTION OF RECORDS	M	V	A		RETENTION	REMARKS		
		e d i a	a 1	h i y	OFFICE	RC	TOTAL		
(3)	(4)		(6)	e (7)	(8)	(9)	(10)	(11)	
09	PESTICIDE USE REPORTS************************************				CFY + 2 years		3 years	No specific retention authority was discovered; thereby, in accordance with GC26202. Department preference. Original to County; copy to grower/business, copy to DPR.	
10	CROP AND LIVESTOCK ANNUAL REPORT*******	* M		Х	2 years		2 years	No specific retention authority was discovered; thereb accordance with GC26202. Department preference. Forward to Archives at end of retention period.	
11	FINANCIAL REPORTS************************************			X	2 years		2 years	No specific retention authority was discovered; thereby, pursuant to GC26202. Forward to Archives at end of retention period.	

RM3 (Rev 3 1/26/02)



	Department	Ag (Comr	nissi	oner & Seal	er of Weig	hts & Measures	Schedule Number (1) 04 Date 05/29/09		
	Current							Page 1 of 6 Pages		
	Current Division Schedule Address				ort Road 95642			Records Management Approval Number (2) 2610-2009-04 BOS Approved: 07/14/09		
ITEM UMBER	OF RECORDS	M	V	A		RETENTIO	N	REMARKS		
		d i a	a l	c h r v	OFFICE	RC	TOTAL			
(3)	(4)	(5)	(6)	(7)	(8)	(9)	(10)	(i1)		
	Note:							"CCR" = California Code of Regulations		
	Destruction of duplicate copies is authorized pursuant to Government Code Section 26201.							"CDFA" = California Department of Food & Agriculture		
	Pursuant to Government Code Section 26202, some records more than two years old may be destroyed.							"CFY" = Current Fiscal Year		
	Retention periods shall be extended when necessary to comply with audits, civil and criminal action, and any other matter requiring the continued retention of the records.							"CY" = Current Year "DPR" = Department of Pesticide Regulation		
	County Archives shall provide access to archived County records in accordance with applicable Federal and State statutes and regulations and County ordinances and policies.							"DMS" = Department of Measurement Standards		
	County records, both originals and copies, are COUNTY PROPERTY and ar required to be kept in the appropriate offices and files. They may not be removed therefrom except for inter-office work or otherwise as necessary in							"FAC" = Food and Agricultural Code "GSA" = Amador County General Services Administration		
	the ordinary course of conducting County business. Employees may not take County records home or to some location other than their offices except as required in the ordinary course of conducting County business.									
10	Based on current recycling policies, records not deemed confidential by the Agency possessing the records will be recycled unless otherwise noted.							:0		
	This retention schedule supersedes all previously approved retention schedules.	-	-							
	All County departments/divisions shall comply with the current Countywide Administrative Records Retention Schedule (CARRS) as well as their department/division specific retention schedule. In the case of a conflict, the									
	longer retention shall be adhered to.									
								=		

	Ag (Comr	missi	oner & Seal	ler of Weigh	nts & Measures	Schedule Number (1) 04 Date 05/29/09
Division							Page 2 of 6 Pages
Address							Records Management Approval Number (2) 2610-2009-04 BOS Approved: 07/14/09
TITLE AND DESCRIPTION OF RECORDS	M	V	A		RETENTION	N	REMARKS
	d t c office RC TOTAL						
(4)	(5)	(6)	100	(8)	(9)	(10)	(11)
HEMICALS************************************	** Р			CFY + 3 years		4 years	Pursuant to 3 CCR §6624 pesticide use records must be retained for two years. Department preference.
DAILY/MONTHLY REPORTS************************************				CFY + 2 years	2 years	5 years	No specific retention authority was discovered; thereby, in accordance with GC26202. Department preference.
include: original reports submitted by Agricultural and dards Inspectors/Ag Tech and Ag Commissioner. Copie me tracking State forms (i.e., CDFA, DPR and DMS). thly inals are provided to CDFA/DPR/DMS; copies are ned by Department. include: original reports submitted by Agricultural and dards Inspectors/Ag Technician/Ag missioner/Administrative Secretary. Copies of time							
la de la dela de	Address (4) HEMICALS************************************	Address 1220 Jack TITLE AND DESCRIPTION OF RECORDS M (4) (5) HEMICALS************************************	Address 12200 B Jackson, TITLE AND DESCRIPTION OF RECORDS M V c d d t i a a a 1 (4) HEMICALS************************************	TITLE AND DESCRIPTION OF RECORDS M V A C i r d d t c d d t c d d d d d d d d d d d d	Address 12200 B Airport Road Jackson, CA 95642 TITLE AND DESCRIPTION OF RECORDS M V A C I T C C C C C C C C C C C C C C C C C	TITLE AND DESCRIPTION OF RECORDS M	Address 12200 B Airport Road Jackson, CA 95642 TITLE AND DESCRIPTION OF RECORDS M

	Department	Ag (Comr	nissi	oner & Sea	ler of Weigh	nts & Measures	Schedule Number (1) 04 Date 05/29/09
	Division							Page 3 of 6 Pages
	Address	1220 Jack	00 B son,	Airp CA :	ort Road 95642			Records Management Approval Number (2) 2610-2009-04 BOS Approved: 07/14/09
ITEM NUMBER	TITLE AND DESCRIPTION OF RECORDS	M	V	A		RETENTION	1	REMARKS
		d i a	t a l	c h t	OFFICE	RC	TOTAL	
(3)	(4)	(5)	(6)	(7)	(8)	(9)	(10)	(11)
03	DEVICE REGISTRATIONS************************************				CFY + 2 years	2 years		No specific retention authority was discovered; thereby, in accordance with GC26202. Department preference.
04	GROWER PERMITS************************************				CFY + 2 years	2 years	5 years	No specific retention authority was discovered; thereby, in accordance with GC26202. Department preference.

	Department	Ag (Comr	nissi	oner & Seal	er of Weig	hts & Measures	Schedule Number (1) 04 Date 05/29/09
	Division							Page 4 of 6 Pages
					ort Road 95642			Records Management Approval Number (2) 2610-2009-04 BOS Approved: 07/14/09
ITEM NUMBER	TITLE AND DESCRIPTION OF RECORDS	Me	V	A	I	RETENTIO	N	REMARKS
		d i a	t a l	h I V	OFFICE	RC	TOTAL	
(3)	(4)	(5)	(6)	e (7)	(8)	(9)	(10)	(11)
05	LEGAL PROCEEDINGS ************************************	P			CFY +4 years		5 years	Destroy by shredding, due to potential confidential information.
	Civil Penalties Originals are provided to violators; copies are retained by Department. May include: inappropriate use State form, copies of letters and attachments to violators, CDFA regulations, Enforcement/Compliance Action Summary and background information.							No specific retention authority was discovered; thereby, in accordance with GC26202. Department preference. Pursuant to 3 CCR §6130, The current alleged violation shall be considered a repeat violation if specific criteria is met.
	Notices of Violation May include: copy of violation. Department of Pesticide Regulation Enforcement/Compliance Action of Summary form. Warning letter.							No specific retention authority was discovered; thereby, in accordance with GC26202. Department preference. Original to violator, copy to State.
	3) Warning Letters May include: copy of violation.							No specific retention authority was discovered; thereby, in accordance with GC26202. Department preference. Original to violator, copy to State.
	A) (26/02)							According to the Manual of Procedural Guidance for Pesticide Enforcement Personnel. Brokers are required to keep records relative to purchases, sales, and distribution of pesticides for four years at the principal place of business. (FAC 12848.9)

	Departm	ent Ag	Com	missi	ioner & Seal	er of Weig	hts & Measures	Schedule Number (1) 04 Date 05/29/09
	Division							Page 5 of 6 Pages
	Address	122 Jac	200 E kson	Airp CA	oort Road 95642			Records Management Approval Number (2) 2610-2009-04 BOS Approved: 07/14/0
ITEM NUMBER	TITLE AND DESCRIPTION OF RECORDS	N		A		RETENTIO	N	REMARKS
		i a	t a	c h v	OFFICE	RC	TOTAL	
(3)	(4)	(5)) (6	(7)	(8)	(9)	(10)	(11)
	NURSERY INSPECTIONS May include: report of nursery inspections; list of county nurseries.				CFY + 2 years		3 years	No specific retention authority was discovered; thereby, in accordance with GC26202. Department preference.
								Reports depict nurseries inspected. Reports used to complete form: required for State contract. Also used for CDFA reimbursement.
-	PEST CONTROL REGISTRATIONS************************************				CFY + 2 years		3 years	No specific retention authority was discovered; thereby, in accordance with GC26202. Department preference.
	Two (2) part State form; original to registrant. May include: copy of business license, equipment list. 3) Pest Control Pilot			-				
	Two (2) part State form; original to registrant. May include: equipment list. 4) Structural Pest Control Business 5) Farm Labor Contractor May include: County registration form; copy of Farm Labor Contractor License; copy of Farm Labor Contractor Certificate of Registration							
08	PESTICIDE ILLNESS REPORTS************************************	*** P	•		CFY+4 years		5 years	No specific retention authority was discovered; thereby, in accordance with GC26202.
	antimicrobial exposure episode report, pesticide incident report-California, product label, pesticide episode closing report.			H				Department preference. Destroy by shredding, due to potential confidential information.

	Department	Ag C	omr	nissi	oner & Seal	ler of Weigh	its & Measures	Schedule Number (1) 04 Date 05/29/09	
	Division							Page 6 of 6 Pages	
					ort Road 95642			Records Management Approval Number (2) 2610-2009-04 BOS Approved: 07/14/0	
ITEM NUMBER	TITLE AND DESCRIPTION OF RECORDS	M	V i	A		RETENTION	į.	REMARKS	
		d i a	t a 1	c h t	OFFICE	RC	TOTAL		
(3)	(4)	(5)	(6)	(7)	(8)	(9)	(10)	(11)	
	PESTICIDE USE REPORTS************************************	P			CFY + 2 years	2 years	5 years	No specific retention authority was discovered; thereby, in accordance with GC26202. Department preference. Original to County; copy to grower/business.	
10	CROP AND LIVESTOCK ANNUAL REPORT*********	P		Х	2 years		2 years	No specific retention authority was discovered; thereby, accordance with GC26202. Department preference. Forward to Archives at end of retention period.	
	FINANCIAL REPORTS************************************	P		X	2 years		2 years	No specific retention authority was discovered; thereby, pursuant to GC26202. Forward to Archives at end of retention period.	

Submitting Department: Probation Meeting Date: January 9, 2018

SUBJECT

Probation: Recruit for two open positions of Deputy Probation Officer I/II.

Recommendation:

Approval to immediately start the recruitment process to backfill two positions of Deputy Probation Officer I/II.

4/5 vote required:

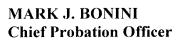
No

Distribution Instructions:

Probation, Auditor, and Human Resources Departments

ATTACHMENTS

• Recruitment ATF and Memo for BOS Meeting 1-9-18.pdf





DEBBIE SEGALE Deputy Chief Probation Officer

MEMO

TO:

Honorable Board of Supervisors

Administrative Committee

FROM:

Mark Bonini, Chief Probation Officer

DATE:

December 19, 2017

RE:

Deputy Probation Officer I/II – Two Positions

This memo is to request approval to immediately start the recruitment process to backfill two positions of Deputy Probation Officer I/II. One position will become vacant on December 22, 2017 when Janet Shaw retires and the second position will become vacant on December 29, 2017 when Lisa Conti-Ripley retires.

If you have any questions, please do not hesitate to contact me.