

**EL DORADO COUNTY SERVICE AREA #10  
AGENDA ITEM TRANSMITTAL**

**Meeting of  
January 23, 2007**

**AGENDA TITLE:** Third Amendment to Contract #013-PW-03/04 with Doug Veerkamp General Engineering, Inc.

**DEPARTMENT:** Environmental Management

**DEPT SIGNOFF:**

**CAO USE ONLY:** C

**CONTACT:** Gerri Silva/Greg Stanton

*Gerri Silva*

*Stanton* 1/5/07

**DATE:** 1/2/2007

**PHONE:** 6653/6658

**DEPARTMENT SUMMARY AND REQUESTED BOARD ACTION:**

Environmental Management Department recommending the Chairman be authorized to sign Amendment 3 to Contract #013-PW-03/04 with Doug Veerkamp General Engineering, Incorporated for six additional months to expire July 26, 2007 to provide continued on site maintenance services at the Union Mine Disposal Site.

**CAO RECOMMENDATIONS:** *Recommend approval. Laura S. Bell 1/8/07*

Financial impact? ( ) Yes (X) No

Funding Source: ( ) Gen Fund (X) Other  
Other: CSA #10

**BUDGET SUMMARY:**

Total Est. Cost \_\_\_\_\_  
**Funding**  
 Budgeted \_\_\_\_\_  
 New Funding \_\_\_\_\_  
 Savings \_\_\_\_\_  
 Other \_\_\_\_\_  
 Total Funding \_\_\_\_\_  
**Change in Net County Cost** \$0.00

**CAO Office Use Only:**  
 4/5's Vote Required ( ) Yes (X) No  
 Change in Policy ( ) Yes (X) No  
 New Personnel ( ) Yes (X) No  
**CONCURRENCES:**  
 Risk Management ✓  
 County Counsel ✓  
 Other \_\_\_\_\_

**\*Explain**

**BOARD ACTIONS:**

**Vote:** Unanimous \_\_\_\_\_ Or  
**Ayes:**  
**Noes:**  
**Abstentions:**  
**Absent:**

**I hereby certify that this is a true and correct copy of an action taken and entered into the minutes of the Board of Supervisors**

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

**Attest: Cindy Keck, Board of Supervisors Clerk**

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

EL DORADO  
COUNTY



ENVIRONMENTAL  
MANAGEMENT  
DEPARTMENT

*Environmental  
Health Division*

*Air Quality  
Management  
District*

*Solid Waste &  
Hazardous  
Materials  
Divisions*

*Vector Control*



**PLACERVILLE  
OFFICE**

2850 Fairlane Ct.  
Building C  
Placerville, CA 95667

Ph. 530.621.5300  
Fax. 530.642.1531  
Fax. 530.626.7130

**SOUTH LAKE  
TAHOE OFFICE**

3368 Lake Tahoe Blvd.  
Ste 303  
South Lake Tahoe, CA  
96150

Ph. 530.573.3450  
Fax. 530.542.3364

# COUNTY OF EL DORADO

## ENVIRONMENTAL MANAGEMENT DEPARTMENT

January 2, 2007

El Dorado County Board of Supervisors  
330 Fair Lane  
Placerville, CA 95667

**SUBJECT:** Third Amendment to Contract #013-PW-03/04 with Doug Veerkamp Inc.

Honorable Board Members:

◆ **Recommendation:**

Environmental Management Department recommending the Chairman be authorized to sign Amendment 3 to Contract #013-PW-03/04 with Doug Veerkamp General Engineering, Incorporated for six additional months to expire July 26, 2007 to provide continued on site maintenance services at the Union Mine Disposal Site.

◆ **Reason for Recommendation:**

The Environmental Management Department is requesting to continue utilizing Doug Veerkamp General Engineering, Inc. for the continued on-site maintenance to ensure the preservation, operation, and protection of the Union Mine Disposal Site. Services range from erosion control, sediment removal, soil/synthetic/clay cover, pumping, trenching, grading, drainage, mine plugging, slope repairs, pipe laying, spray irrigation, landfill gas collection, fencing, and daily landfill maintenance and improvements.

We also continue to use Joe Vicini, Inc., regarding a range of similar work at Union Mine Disposal Site as directed by the Department. We alternate between Joe Vicini, Inc. and Doug Veerkamp General Engineering dependent on their respective company workloads, labor force, commitments and timing. In selecting vendors for these services we prefer to utilize local vendors as they can provide a timely response should an immediate need arise. It was determined that these local vendors are fully able to provide the full scope and myriad of services to meet most solid waste operations, and maintenance needs.

The Environmental Management Department is in the process of preparing a formal Request for Bid for this ongoing service.

The original Public Works Contract was for \$78,000 and for the term of January 27, 2004 through January 26, 2006. The First Amendment was to increase the total amount of the Contract by \$125,000 for a total not to exceed of \$203,000 and to extend the Contract for one additional year, expiring on January 26, 2007. The Second Amendment was to increase the total amount of the Contract by \$150,000 for a total not to exceed of \$353,000. This Third Amendment is requesting to extend the Contract for an additional six months, expiring on July 26, 2007.

◆ **Fiscal Impact:**

Amendment to timeframe only, there is no fiscal impact. Funding available in CSA #10 budget.

◆ **Net County Cost:**

There is no change in Net County Cost.

◆ **Action to be Taken Following Approval:**

Upon execution by the Chair, the Board Clerk's Office will forward copies of the Amended Contract to the Environmental Management Department for distribution, encumbrance, and administration.

Respectfully,



Gerri Silva, M.S., REHS  
Interim Director of Environmental Management





Contract No. 013-PW-03/04

**EL DORADO COUNTY  
ENVIRONMENTAL MANAGEMENT DEPARTMENT**

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**CONTRACT FOR MAINTENANCE SERVICES  
Union Mine Disposal Site**

**This Third Amendment to Contract No. 013-PW-03/04** made and entered into the 27<sup>th</sup> day of January, 2004, the First Amendment made and entered into the 10<sup>th</sup> day of May, 2005, and the Second Amendment made and entered into the 24<sup>th</sup> day of January, 2006 by and between the County of El Dorado, a political subdivision of the State of California (hereinafter referred to as "County"), acting by and through County Service Area No. 10, a lawfully established County Service Area as defined by Government Code Section 25210 et seq., and Doug Veerkamp General Engineering Incorporated, a California Corporation duly qualified to conduct business in the State of California, whose principal place of business is 2585 Cold Springs Road, Placerville, California, 95667 (herein after referred to as "Contractor") hereby amends the Contract as follows:

**SECTION 5. Time of Completion** shall be amended to extend for six (6) additional months, expiring on July 27, 2007.

All other sections of the Contract made and entered into the 27<sup>th</sup> day of January, 2004, the First Amendment made and entered into the 10<sup>th</sup> day of May, 2005, and the Second Amendment made and entered into the 24<sup>th</sup> day of January, 2006 shall remain unchanged and in full force.

**REQUESTING DEPARTMENT CONCURRENCE:**

By: Gerri Silva Dated: December 22, 2006  
Gerri Silva, M.S., REHS  
Environmental Management Interim Director

IN WITNESS WHEREOF, the parties hereto have executed this Third Amendment the day and year first below written.

COUNTY OF EL DORADO

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

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

Chair  
Board of Supervisors

ATTEST:

Cindy Keck, Clerk of the  
Board of Supervisors


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

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

CONTRACTOR

Doug Veerkamp General Engineering Inc.

Dated: 12/28/06

By: 

Douglas B. Veerkamp,  
President

ATTEST:

Doug Veerkamp General Engineering Inc.

Dated: 12/28/06

By: 

Corporate Secretary

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# CONTRACT ROUTING SHEET

Date Prepared: 11/28/2005

Need Date: 12/16/2005

**PROCESSING DEPARTMENT:**

Department: Environmental Mgmt  
Dept. Contact: Linda Milligin  
Phone #: 6668  
Department  
Head Signature: [Signature]

**CONTRACTOR:**

Name: Doug Veerkmap General Eng.  
Address: 2585 Cold Springs Rd.  
Placerville, CA 95667  
Phone: \_\_\_\_\_

2005 NOV 28 PM 12:53  
IT D... AND COUNTY COUNCIL  
*Land Reversed*

**CONTRACTING DEPARTMENT:** Environmental Management-CHARGE TO 424200

Service Requested: Continued on-site maintenance at the Union Mine Land Fill

Contract Term: 1-27-07 Contract/Amendment Value: \$150,000.00

Compliance with Human Resources requirements? Yes:  No:

Compliance verified by: N/A

**COUNTY COUNSEL:** (Must approve all contracts and MOU's)

Approved:  Disapproved:  Date: 12/7/05 By: [Signature]  
Approved:  Disapproved:  Date: 12/21/05 By: [Signature]

*Need to get new adden with following language "Increase performance and payment bond to \$353,000"  
B/c performance bond TB3823 is \$178,500  
But payment bond TB3823 is only \$178,500*

5/17/2011  
ASSIGNMENT

**RISK MANAGEMENT:** (All contracts and MOU's except boilerplate grant funding agreements)

Approved:  Disapproved:  Date: 12/20/05 By: [Signature]  
Approved:  Disapproved:  Date: \_\_\_\_\_ By: \_\_\_\_\_

**OTHER APPROVAL:** (Specify department(s) participating or directly affected by this contract).

Departments:  
Approved:  Disapproved:  Date: \_\_\_\_\_ By: \_\_\_\_\_  
Approved:  Disapproved:  Date: \_\_\_\_\_ By: \_\_\_\_\_

0017 A 2 070



**EL DORADO COUNTY  
ENVIRONMENTAL MANAGEMENT DEPARTMENT**

**CONTRACT FOR MAINTENANCE SERVICES  
Union Mine Disposal Site**

**This Second Amendment to Contract No. 013–PW-03/04** made and entered into the 27<sup>th</sup> day of January, 2004 and the First Amendment made and entered into the 10<sup>th</sup> day of May, 2005 by and between the County of El Dorado, a political subdivision of the State of California (hereinafter referred to as “County”), acting by and through County Service Area No. 10, a lawfully established County Service Area as defined by Government Code Section 25210 et seq., and Doug Veerkamp General Engineering Incorporated, a California Corporation duly qualified to conduct business in the State of California, whose principal place of business is 2585 Cold Springs Road, Placerville, California, 95667 (herein after referred to as “Contractor”) hereby amends the Contract as follows:

**SECTION 4, Payment, Labor and Equipment Rates** shall be amended to increase the total amount of the Contract by One Hundred Fifty Thousand Dollars and No/100 (\$150,000), so the total payment under this Contract to Contractor **SHALL NOT EXCEED Three Hundred Fifty Three Thousand Dollars and No/100 (\$353,000.)**.

All other sections of the Contract dated the 27<sup>th</sup> day of January, 2004 and the First Amendment made and entered into the 10<sup>th</sup> day of May, 2005 shall remain unchanged and in full force.

**REQUESTING DEPARTMENT CONCURRENCE:**

Dated: 11/28/05

By: Jon Morgan  
**Jon Morgan,  
Environmental Management Director**



IN WITNESS THEREOF, the parties hereto have executed this Contract the day and year first below written.

-- COUNTY OF EL DORADO --

Dated: 1-24-06

By: James R. Sweeney  
JAMES R. SWEENEY Chair  
Board of Supervisors

ATTEST:

Cindy Keck, Clerk of the  
Board of Supervisors

Dated: 1-24-06

By: Stephens Taylor  
Deputy Clerk

CONTRACTOR

Dated: 11-21-05

By: Douglas B. Veerkamp  
Douglas B. Veerkamp,  
Doug Veerkamp General Engineering Inc.

ATTEST:

Dated: 11-18-05

By: Robert A. Pietrowski  
Robert A. Pietrowski  
Doug Veerkamp General Engineering Inc.

# CONTRACT ROUTING SHEET

PROCESSING DEPARTMENT:  
Department: Environmental Management

CONTRACTOR: #013-PW\_03/04  
Doug Veerkamp General Engineering, Inc.  
2585 Cold Springs Rd  
Placerville, CA 95667  
530-626-0825

2005 MAR 24 11:32:26  
L DORADO COUNTY COUNSEL  
2005 MAR 11 PM 12:04  
HAND-DELIVERED  
INDEX # 421100  
BY: AG

Dept. Contact: Linda Milligin  
Phone #: 6668  
Department Head - Jon A. Morgan  
Signature: *Jon A Morgan*

ASSIGNMENT  
DATE 03/11/2005  
ATTORNEY TRISH B  
DEPT./INDEX NO. 421100  
BY: AG

CONTRACTING DEPARTMENT: Environmental Management  
Compliance with Human Resources requirements? Yes: \_\_\_\_\_ No: N/A  
Compliance verified by: \_\_\_\_\_

COUNTY COUNSEL: (Must approve all contracts and MOU's)

Approved: \_\_\_\_\_ Disapproved:  Date: 3/24 By: Trish Beck

Approved:  Disapproved: \_\_\_\_\_ Date: 4/15 By: Trish Beck

*Copy of payment bond to which right is to  
was not attached in any case; but bond  
is not County's and does not have any  
provision*

Please Charge to Index Code 421100

RISK MANAGEMENT: (All contracts and MOU's except boilerplate grant funding agreements)

Approved:  Disapproved: \_\_\_\_\_ Date: 4/15 By: *Pandy Green*

OTHER APPROVAL (Specify department(s) participating or directly affected by this contract).

Department(s): \_\_\_\_\_

Approved: \_\_\_\_\_ Disapproved: \_\_\_\_\_ Date: \_\_\_\_\_ By: \_\_\_\_\_

Approved: \_\_\_\_\_ Disapproved: \_\_\_\_\_ Date: \_\_\_\_\_ By: \_\_\_\_\_

APR 04 2005



**EL DORADO COUNTY  
ENVIRONMENTAL MANAGEMENT DEPARTMENT**

**CONTRACT FOR MAINTENANCE SERVICES  
Union Mine Disposal Site**

**This First Amendment to Contract No. 013-PW-03/04** made and entered into the 27<sup>th</sup> day of January 2004 by and between the County of El Dorado, a political subdivision of the State of California (hereinafter referred to as "County"), acting by and through County Service Area No. 10, a lawfully established County Service Area as defined by Government Code Section 25210 et seq., and Doug Veerkamp General Engineering Incorporated, a California Corporation duly qualified to conduct business in the State of California, whose principal place of business is 2585 Cold Springs Road, Placerville, California, 95667 (herein after referred to as "Contractor") hereby amends the Contract as follows:

- 1. SECTION 4, Payment, Labor and Equipment Rates** shall be amended to increase the total amount of the Contract by One Hundred Twenty Five Thousand Dollars and No/100 (\$125,000), so the total Contract SHALL NOT EXCEED Two Hundred Three Thousand Dollars and No/100 (\$203,000.).
- 2. SECTION 5, Time of Completion** shall be amended to extend for one (1) additional year, expiring on January 27, 2007.

All other sections of the Contract dated the 27<sup>th</sup> day of January 2004, shall remain unchanged and in full force.

**REQUESTING DEPARTMENT CONCURRENCE:**

By: Jon Morgan Dated: 4-27-05  
Jon Morgan,  
Environmental Management Director

IN WITNESS THEREOF, the parties hereto have executed this Contract the day and year first below written.

-- COUNTY OF EL DORADO --

Dated: 5/10/05

By: Charlie Paine  
Charlie Paine, Chair  
Board of Supervisors

ATTEST:

Cindy Keck, Clerk of the  
Board of Supervisors

Dated: 5/10/05

By: Andrew Taylor  
Deputy Clerk

CONTRACTOR

Dated: 2-14-05

By: Douglas B Veerkamp

Douglas B. Veerkamp,  
Doug Veerkamp General Engineering Inc.

ATTEST:

Dated: 2-14-05

By: Robert A. Pietrowski

Robert A. Pietrowski  
Doug Veerkamp General Engineering Inc.

# CONTRACT ROUTING SHEET **COPY**

**PROCESSING DEPARTMENT:**  
Department: Environmental Management

**CONTRACTOR: #013-PW\_03/04**  
Doug Veerkamp General Engineering, Inc.  
2585 Cold Springs Rd  
Placerville, CA 95667  
530-626-0825

Dept. Contact: Linda Milligin  
Phone #: 6668  
Department Head - Jon A. Morgan  
Signature: JANAMORGAN

**CONTRACTING DEPARTMENT:** Environmental Management  
Compliance with Human Resources requirements? Yes:  No:   
Compliance verified by: patricia Tash

**COUNTY COUNSEL:** (Must approve all contracts and MOU's)  
Approved:  Disapproved:  Date: 2/5/04 By: Thomas R. Park  
Approved:  Disapproved:  Date: \_\_\_\_\_ By: \_\_\_\_\_

Index 424100 / 4183 \$73,000  
Index 424200 / 4183 \$5,000

**RISK MANAGEMENT:** (All contracts and MOU's except boilerplate grant funding agreements)  
Approved:  Disapproved:  Date: 2/18/04 By: D. Allen  
Approved:  Disapproved:  Date: \_\_\_\_\_ By: \_\_\_\_\_

**OTHER APPROVAL (Specify department(s) participating or directly affected by this contract).**

Department(s):  
Approved: \_\_\_\_\_ Disapproved: \_\_\_\_\_ Date: \_\_\_\_\_ By: \_\_\_\_\_  
Approved: \_\_\_\_\_ Disapproved: \_\_\_\_\_ Date: \_\_\_\_\_ By: \_\_\_\_\_

ASSIGNMENT

DATE: 2-05-2004  
ATTORNEY TOM P.  
424100 / 4183  
INDEX NO. 424200

EL DORADO COUNTY COUNSEL  
2004 FEB - 3 PM 3:57

FEB 05 2004



# EL DORADO COUNTY ENVIRONMENTAL MANAGEMENT DEPARTMENT

## CONTRACT FOR MAINTENANCE SERVICES Union Mine Disposal Site

This Contract No. 013-PW-03/04 made and entered by and between the County of El Dorado, a political subdivision of the State of California (hereinafter referred to as "County"), acting by and through County Service Area No. 10, a lawfully established County Service Area as defined by Government Code Section 25210 et seq., and Doug Veerkamp General Engineering Incorporated, a California Corporation duly qualified to conduct business in the State of California, whose principal place of business is 2585 Cold Springs Road, Placerville, California, 95667 (herein after referred to as "Contractor");

### WITNESSETH

That for and in consideration of the mutual promises, covenants, Contracts and conditions herein contained, the parties hereto agree with each other as follows:

1. **Contract Documents**

The complete Contract (hereafter "Contract") between the parties consists of and is set forth in the Contract Documents. The Contract documents consist of: (a) this Contract; (b) General Insurance Requirements (c) an executed Certificate of Insurance form; (d) an executed California Form 590; (e) an executed Internal Revenue Service Form W-9; (f) Payment Bond; and (g) a copy of the State Contractor's License. All obligations of the parties are contained in the Contract Documents, and by acceptance of this Contract the parties hereto agree to be bound by the provisions of all of said documents. All of said documents are intended to cooperate so that any work called for in one and not mentioned in the other or vice versa, is to be executed the same as if mentioned in all of them.

2. **The Work**

The Contractor agrees to furnish all tools, equipment, materials, transportation, labor, and incidentals associated with performing on-site maintenance and the routine and usual work for the preservation, operation and protection of the Union Mine Disposal Site, as directed by the County, including but not limited to, erosion soil/synthetic/clay cover, pumping, trenching, grading, drainage, slope repairs, pipe laying, daily landfill maintenance (hereafter the "Work"). The Work shall be performed in conditions of the Contract Documents.

3. **Location of Work**

The Work is to be performed at the Union Mine Disposal Site.

4. **Payment, Labor and Equipment Rates**

Payment for the Work activities shall be by force account, in accordance with the Standard State of California, Department of Transportation (CalTrans) Standard Specifications date labor and equipment rental rates shall be per Section 9 of the Standard Specifications. This labor surcharges as identified in the Department of Transportation Publication entitled Labor Surcharge and Equipment Rental Rates. For all materials used pursuant to this Contract, Contractor shall receive the actual cost thereof plus 5%

8-17-06  
meeting w/  
C. from  
County Counsel  
It's OK for  
Doug to haul  
dirt to the  
Union Mine  
under  
this current  
Contract. Jim

plus sales tax, if any. Total payment for all Work directed by County pursuant to this Contract shall not exceed **Seventy Eight Thousand Dollars and NO/100 (\$78,000)**.

5. **Time of Completion**

This Contract shall commence upon execution by the County, and shall expire two (2) years from the date of execution thereof.

6. **Payment Bond**

As a part of the execution of this Contract, the Contractor shall furnish, in triplicate, a bond of a surety company authorized to do business in the State of California, conditioned upon the payment in full of all claims for labor and materials in accordance with the provisions of the law of the State of California. The amount of this bond shall be one hundred percent (100%) of the total Contract amount, and shall be executed upon the form bound herein.

7. **Notification of Surety Company**

The surety company shall familiarize itself with all of the conditions and provisions of this Contract, and shall waive the right of special notification of any change or modifications of this Contract or extension of time, or if decreased or increased work, or of the cancellation of the Contract, or of any other act or acts by the County or its authorized agents, under the terms of this Contract; and failure to so notify the aforesaid surety company of changes shall in no way relieve the surety company of its obligation under this Contract.

8. **Payment of Prevailing Wages**

The Contractor shall pay and require payment of wages according to a scale of prevailing wages determined by California Law, which is on-file at the El Dorado County Department of Environmental Management and shall comply with all wage requirements, as set forth in Labor Code, Section 1770 et. seq., 1773.2, 1775, 1776, 1810 and 1813.

9. **Certified Payroll**

As required under the provisions of Labor Code Section 1776 Contractor and sub-contractors shall keep accurate payroll records. A certified copy of all payroll records shall be available for inspection at all reasonable hours at the principal office of the Contractor.

10. **Payment of all Federal, State or City Taxes**

Any federal, state or city tax payable on the articles furnished by the Contractor under the Contract shall be included in the Contract price and paid by the Contractor.

11. **Compliance with all Applicable Laws**

Contractor shall conform to and abide by all Federal, State and local building, labor and safety laws, ordinances, rules and regulations. All work and materials shall be in full accordance with the latest rules and regulations of the State Fire Marshall, safety orders of the Division of Industrial Safety, National Electrical code, Uniform Building Code, Uniform Plumbing Code, and any/all other applicable laws and regulations. Nothing in these plans or specifications is to be construed to permit work not conforming to these codes.

12. **Reporting Accidents**

The Contractor shall prepare and submit (within 24 hours of such incidents) reports of accidents at the site and anywhere else the work is in progress in which bodily injury is sustained or property loss in excess of \$500.00 occurs.

13. **Worker's Compensation**

The Contractor shall comply with Labor Code 3700 et seq., requiring it to obtain Worker's Compensation Insurance, and sign a certificate of knowledge thereof.

**CERTIFICATE OF KNOWLEDGE - LABOR CODE SECTION 3700**

I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured or self insured against liability for the worker's compensation in accordance with the provisions of that Code, and I will comply with such provisions before commencing the performance of Work of this Contract.

Signed: Douglas B. Veerkamp Date 1-27-04

14. **Relocation of Utilities**

As required by Section 4215 of the California Government Code, the County will assume responsibility for the removal, relocation, and protection of main or trunk-line utility facilities existing on the construction site, if such facilities are not shown to the Contractor and/or as not identified on any plans and specifications and the County shall compensate the Contractor for the costs of locating and repairing damage to such facilities not due to the failure of the Contractor to exercise reasonable care.

Nothing herein shall be deemed to require the County to indicate the presence of existing service laterals or appurtenances whenever the presence of such utilities on the site of the construction project can be inferred from the presence of other visible facilities, such as buildings, meter and junction boxes, on or adjacent to the site of the construction.

If the Contractor, while performing work under this Contract, discovers utility facilities not identified in the contract plans or specifications, he shall immediately notify the Project Manager. The County shall not be liable for the Contractor's performance of unauthorized work.

15. **Notice of Discovery of Hazardous Waste or Unusual Conditions**

- A. The Contractor shall promptly, and before the following conditions are disturbed, notify the County in writing, in the event the Contractor encounters, after excavating to a depth of greater than four (4) feet, any of the following:
1. **Material that the Contractor believes may be hazardous waste**, as defined in section 25117 of the Health and Safety Code, that is required to be removed to a Class I, Class II, or Class III disposal site in accordance with provisions of existing law.
  2. Subsurface or latent physical conditions at the site differing from those indicated in the Plan or in any Special Provisions as stated in the Specifications.
  3. Unknown physical conditions at the site of any unusual nature, different materially from those ordinarily encountered and generally recognized as inherent in the work of the character provided for in the Contract.
- B. The County shall promptly investigate the conditions, and if it finds that the conditions do materially so differ, or do involve hazardous waste, or cause a decrease or increase in the Contractor's cost of, or time required for, performance of any part of the work shall issue a change order under the procedures described herein.



C. In the event a dispute arises between the County and the Contractor whether the conditions materially differ, or involve hazardous waste, or cause a decrease or increase in the Contractor's cost of, or time required for, performance of any part of the work, the Contractor shall not be excused from any scheduled completion date provided for in the Contract, but shall proceed with all work to be performed under the Contract. The Contractor shall retain any and all rights provided either by contract or by law which pertain to the resolution of disputes and protests between the Contractor and the County.

16. **Sub-contracting**

The provisions of Sections 4100-4114, inclusive, of the Public Contract Code regarding sub-contracting shall apply to this Contract, and Contractor represents that he/she will comply with all provisions therein.

17. **Additional Work**

County reserves the right to make such alterations, deviations, additions to or deletions from the plans and specifications, including the right to increase or decrease the quantity of any item or portion of work or to delete any items or portion of work, as may be deemed by the Contract Administrator to be necessary or advisable, and to require such additional work to be required for the proper completion of the whole Work contemplated.

Any such changes will be set forth in a contract change order (Change Order) which will specify the additional work, adjustment of performance time, if any, and basis for additional compensation, if any. Any Change Order shall not become effective until approved in writing by the Director of Environmental Management.

If Change Orders are given in accordance with the provisions of this Contract, such work shall be considered a part hereof and subject to each and all of its terms and requirements.

18. **Changes in the Work**

This Contract may be amended by mutual consent of the parties hereto. Said amendment shall become effective only when in writing and fully executed by duly authorized officers of the parties hereto.

19. **Successors and Assigns**

This Contract shall bind and inure to the heirs, devisees, assignees, and successors in interest of the Contractor and to the successors in interest of the County in the same manner as if such parties had been expressly named herein.

The Contractor shall not assign the Contract or sublet it as a whole without the written consent of the County, nor shall the Contractor assign any monies due or to become due to him hereunder without the previous written consent of the County and surety.

20. **Assignment of Contract**

Neither this Contract, nor any part thereof, or any monies due or to become due hereunder, may be assigned by the Contractor without the approval of the County. County may assign this Contract to a lender, or any third party that assumes the obligations of the County hereunder.

21. **Separate Contracts**

The County reserves the right to let other contracts in connection with this Work. The Contractor shall afford all other such contractors reasonable opportunity for storage of their materials, shall provide that the execution of his work properly connects and coordinates with theirs, and shall cooperate with them to the end of facilitating the work.

22. **Default, Termination and Cancellation**

- A. **Default:** Upon the occurrence of any default of the provisions of this Contract, a party shall give written notice of said default to the party in default (notice). If the party in default does not cure the default within ten (10) days of the date of notice (time to cure), then such party shall be in default. The time to cure may be extended in the discretion of the party giving notice. Any extension of time to cure must be in writing, prepared by the party in default for signature by the party giving notice and must specify the reasons(s) for the extension and the date in which the extension of time to cure expires.

Notice given under this section shall specify the alleged default and the applicable Contract provision and shall demand that the party in default perform the provisions of this Contract within the applicable period of time. No such notice shall be deemed a termination of this Contract unless the party giving notice so elects in this notice, or the party giving notice so elects in a subsequent written notice after the time to cure has expired.

- B. **Bankruptcy:** This Contract, at the option of the County, shall be terminable in the case of bankruptcy, voluntary or involuntary, or insolvency of Engineer.
- C. **Ceasing Performance:** County may terminate this Contract in the event Engineer ceases to operate as a business, or otherwise becomes unable to substantially perform any term or condition of the Contract.
- D. **Termination or Cancellation without Cause:** Notwithstanding any other provisions in this Contract, County may terminate this Contract in whole or in part seven (7) calendar days upon written notice by County for any reason. If such termination is effected, County will pay for satisfactory services rendered prior to the effective days as set forth in the Notice of Termination provided to Engineer, and for such other services, which County may agree to in writing as necessary for Contract resolution. In no event, however, shall County be obligated to pay more than the total amount of the Contract. Upon receipt of a Notice of Termination, Engineer shall promptly discontinue all services affected, as of the effective date of termination set forth in such Notice of Termination, unless the notice directs otherwise.
- E. In the event of termination for Default, Bankruptcy, or Engineer Ceasing Performance, County reserves the right to take over and complete the work by Contract or by other means.

23. **Indemnity**

The Contractor shall defend, indemnify, and hold the County harmless against and from any and all claims, suits, losses, damages and liability for damages of every name, kind and description, including attorneys fees and costs incurred, brought for, or on account of, injuries to or death of any person, including but not limited to workers, County employees, and the public, or damage to property, or any economic or consequential losses, which are claimed to or in any way arise out of or are connected with the Contractor's services, operations, or performance hereunder, regardless of the existence or degree of fault or negligence on the part of the County, the Contractor, subcontractor(s) and employee(s) of any of these, except for the sole, or active negligence of the County, its officers and employees, or as expressly prescribed by statute. This duty of Contractor to indemnify and save County harmless includes the duties to defend set forth in California Civil Code Section 2778.

24. **Insurance**

Contractor shall maintain, during the term hereof, insurance with respect to performance of this Contract of the types and in the minimum amounts described generally as follows, and provide proof of the policies of insurance satisfactory to the Risk Manager and documentation evidencing that Contractor maintains insurance that meets the following requirements

- A. Full Workers' Compensation and Employer's Liability Insurance covering all employees of Contractor as required by law in the State of California.

- B. Commercial General Liability Insurance of not less than One Million Dollars (\$1,000,000) combined single limit per occurrence for bodily injury and property damage.
- C. Automobile liability insurance of not less than One Million Dollars (\$1,000,000) is required in the event motor vehicles are used by the Contractor in the performance of the contract.
- D. In the event, Contractor is a licensed professional, and is performing services under this Contract, professional liability (for example, malpractice insurance) is required with a limit of liability of not less than One Million Dollars (\$1,000,000) per occurrence. For the purpose of this Contract, professional liability is not required.
- E. Contractor shall furnish a certificate of insurance satisfactory to the El Dorado County Risk Manager as evidence that the insurance required above is being maintained.
- F. The insurance will be issued by an insurance company acceptable to the Risk Management Division or be provided through partial or total self-insurance likewise acceptable to the Risk Management Division.
- G. Contractor agrees that the insurance required above shall be in effect at all times during the term of this contract. In the event said insurance coverage expires at any time during the term of this contract, contractor agrees to provide at least 30 days prior to said expiration date, a new certificate of insurance evidencing insurance coverage as provided for herein for not less than the remainder of the term of the contract, or for a period of not less than one year. New certificates of insurance are subject to the approval of the Risk Management Division and contractor agrees that no work or services shall be performed prior to the giving of such approval. In the event the contractor fails to keep in effect at all times insurance coverage as herein provided, County may, in addition to any other remedies it may have, terminate this contract upon the occurrence of such event.
- H. The certificate of insurance must include the following provisions stating that:
  - 1. The insurer will not cancel the insured's coverage without 30 days prior written notice to the County; and
  - 2. The County of El Dorado, its officers, officials, employees, and volunteers are included as additional insured, but only insofar as the operations under this contract are concerned. This provision shall apply to all liability policies except worker's compensation and professional liability insurance policies.
- I. The Contractor's insurance coverage shall be primary insurance as respects the County, its officers, officials, employees and volunteers. Any insurance or self-insurance maintained by the County, its officers, officials, employees or volunteers shall be excess of the Contractor's insurance and shall not contribute with it.
- J. Any deductibles or self-insured retentions must be declared to and approved by the County. At the option of the County, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the County, its officers, officials, employees, and volunteers; or the Contractor shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.
- K. Any failure to comply with the reporting provisions of the policies shall not affect coverage provided to the County, its officers, officials, employees or volunteers.
- L. The insurance companies shall have no recourse against the County of El Dorado, its officers and employees or any of them for payment of any premiums or assessments under any policy issued by any insurance company.
- M. Contractor's obligations shall not be limited by the foregoing insurance requirements and shall survive the expiration of this Contract.

- N. In the event Contractor cannot provide an occurrence policy, contractor shall provide insurance covering claims made as a result of performance of this contract for not less than three years following completion of performance of this Contract.
- O. The certificate of insurance shall meet such additional standards as may be determined by the contracting County Department either independently or in consultation with the Risk Management Division, as essential for protection for the County.

25. **Licenses**

Contractor warrants and represents he/she holds a valid California license pursuant to the State Contractors License Act [Business and Profession Code Section 7000, et seq.], that his/her license is in good standing and that he/she possesses a Class A License (No. 440233) as required by the categories and type of the Work. Copies of the Contractor's State Contractor license(s) must be provided with this Contract.

26. **Cleaning Up**

The Contractor shall not allow the site of the Work to become littered with trash, rubbish and waste material, but shall maintain the site in a neat and orderly condition throughout the Contract period.

27. **Access to the Work**

The County, and any state or local authorities having jurisdiction over the project, shall at all times have access to the work.

28. **Acceptance of Work**

The Work will be accepted by resolution of the County when the whole shall have been completed satisfactorily, as determined by the County or its duly authorized representative. Acceptance of the Work and the filing of a notice of completion shall not constitute an acceptance of latent defects nor relieve the Contractor of responsibility for any act or omission which is a violation of the Contract.

29. **Resolution of Claims**

Contractor's attention is invited to Public Contract Code, Section 20104, et seq., for resolution of construction claims, and specifically 20104.2. Claims pertaining to this Contract shall be governed by the provisions of those sections.

30. **Environmental and Toxic Warranty**

Contractor warrants that its operations concerning the project are and were not in violation of any applicable environmental federal, state, or local statute, law, or regulation dealing with hazardous materials substances or toxic substances.

31. **Notice**

Any notice or other correspondence required to be given under this Contract by either party to the other may be effected by personal delivery in writing or by mail, postage prepaid. Notice personally delivered during normal business hours deemed received on the actual date of delivery; mailed notices shall be deemed received one (1) day after affixed postmark. Notices and correspondence to County shall be delivered to it as follows:

El Dorado County Environmental Management  
Jon A. Morgan, Director  
2850 Fairlane Ct.  
Placerville, CA 95667

Notices and correspondence to Contractor shall be delivered when personally delivered to, or if mailed addressed to Contractor at:

Doug Veerkamp General Engineering Inc.  
2585 Cold Springs Rd.  
Placerville, CA 95667

Each party may change their address for notices by giving written notice pursuant to this paragraph.

32. **Cancellation of Contract**

The County reserves the right to terminate this Contract at any time for any reason by serving written notice to the Contractor, in accordance with the Notice provisions hereunder.

33. **Withholding (Form 730)**

In accordance with changes in Internal Revenue Law, OASDI (Old Age, Survivors & Disability Insurance) income taxes may be withheld from any payments made under terms of this Contract if Contractor falls under "Contract-Employee" category as determined by County prior to execution of the Contract.

34. **California Residency (Form 590)**

All independent Contractors providing services to the County must file a State of California Form 590, certifying their California residency or, in the case of a corporation, certifying that they have a permanent place of business in California. The Contractor will be required to submit a Form 590 prior to execution of a contract or County shall withhold seven (7) percent of each payment made to the Contractor during the term of this Contract. This requirement applies to any Contract/contract exceeding \$1,500.00.

35. **Tax Payer Identification Number (Form W-9)**

All independent Contractors or Corporations providing services to the County must file a Department of the Treasury Internal Revenue Service Form W-9, certifying their Taxpayer Identification Number.

36. **Venue**

The Contract Documents and all provisions thereto shall be governed by the laws of the State of California. Any litigation arising herein shall be brought in the County of El Dorado, and Contractor hereby waives the removal provisions of the California Code of Civil Procedure, Section 394.

37. **Authorized Signatures**

The parties to this Contract warrant and represent that the undersigned individuals executing this Contract on their respective behalf are fully authorized to do so by law or other appropriate instrument and to bind upon said parties the obligations set forth herein.

38. **Partial Invalidity**

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

39. **Entire Contract**

This document and the documents referred to herein or exhibits hereto are the entire Contract between the parties and they incorporate or supersede all prior written or oral Contracts or understandings.

40. **Administrator**

The County Officer or employee with responsibility for administering this Contract is Dave Johnston, Solid Waste/Hazmat Supervisor, or his successor.

41. Execution of Contract

IN WITNESS THEREOF, the parties hereto have executed this Contract the day and year first below written.

EL DORADO COUNTY

Dated: 12-29-03

By: Jon Morgan  
Jon Morgan, Director  
Environmental Management

CONTRACTOR

Dated: 1-27-04

By: Douglas B. Veerkamp  
Douglas B. Veerkamp,  
Doug Veerkamp General Engineering Inc.

ATTEST:

Dated: 1-27-04  
Doug Veerkamp General Engineering Inc.

By: Robert A. Pietrowski  
Robert A. Pietrowski