



**COUNTY OF EL DORADO
COMMUNITY DEVELOPMENT AGENCY**

**FIRST AMENDMENT TO
AGREEMENT FOR ROAD ZONE MAINTENANCE SERVICES #195-S1710
COUNTY SERVICE AREA NO. 9, ZONE OF BENEFIT NO. 98125**

THIS FIRST AMENDMENT to that Agreement for Road Zone Maintenance Services #195-S1710 made and entered into by and between the **COUNTY OF EL DORADO**, a political subdivision of the State of California, acting by and through County Service Area Number 9, Zone of Benefit Number 98125 (hereinafter referred to as "County"), and **DOUG VEERKAMP GENERAL ENGINEERING, INC.**, a corporation duly qualified to conduct business in the State of California, whose principal place of business is 2585 Cold Springs Road, Placerville, California 95667 (hereinafter referred to as "Contractor");

RECITALS

WHEREAS, Contractor has been engaged by County to perform road zone maintenance services for the Meadowview Acres Road Zone of Benefit, County Service Area Number 9, Road Zone of Benefit Number 98125, pursuant to Agreement for Road Zone Maintenance Services #195-S1710, dated September 16, 2016, incorporated herein and made by reference a part hereof (hereinafter referred to as "Contract");

WHEREAS, the parties hereto desire to amend **Section 2, The Work**, to add additional road maintenance services, increase the square footage of repairs, and increase the tonnage of material required to complete the work;

WHEREAS, the parties hereto desire to amend **Section 3, Location of Work**, to add additional locations for the work;

WHEREAS, the parties hereto desire to amend **Section 4, Contract Price**, to increase the not-to-exceed amount of the project;

WHEREAS, the parties hereto desire to amend **Section 5, Time of Completion**, to change the amount of the per day liquidated damages for the project;

WHEREAS, the parties hereto desire to amend **Section 42, Notice**, to update one (1) of County's notice recipients;

WHEREAS, the parties hereto desire to amend **Section 48, Contract Administrator**, to update County's Contract Administrator;

NOW, THEREFORE, in consideration of the foregoing and the mutual promises and covenants hereinafter contained, County and Contractor mutually agree to amend the terms of Agreement for Road Zone Maintenance Services #195-S1710, as follows:

Section 2, The Work, of the Contract is amended in its entirety to read as follows:

2. The Work

Contractor agrees to furnish all tools, equipment, apparatus, facilities, labor, materials, and all utility and transportation services to perform and complete in a good and workmanlike manner, furnished and installed, and complete and ready for use:

Road maintenance services including asphalt blanket patching and single application of asphaltic emulsion with aggregate screenings (chip seal) on Bird Haven Loop and Cross Creek Road, and double application of chip seal at the intersection of Bird Haven Loop and Terrace View in the Meadowview Acres Road Zone of Benefit as described herein.

The project includes asphalt blanket patching utilizing approximately seven (7) tons of hot mix asphalt on Bird Haven Loop beginning at address 3219 Bird Haven Loop and continuing in a northwesterly direction to the intersection with Meadowview Acres, and utilizing approximately six (6) tons of hot mix asphalt beginning at the intersection with Cross Creek Road continuing south easterly to north easterly in a counter clockwise direction to the north easterly intersection with Meadowview Acres, and the entirety of Cross Creek Road utilizing approximately two (2) tons of hot mix asphalt, for the total asphalt blanket patching utilizing approximately fifteen (15) tons of hot mix asphalt;

Asphalt blanket patching at various locations utilizing approximately six (6) tons of hot mix asphalt on Bird Haven Loop beginning at the intersection with Cross Creek Road, continuing in a south easterly direction to the intersection with Terrace View Court, then continuing north easterly toward the north eastern intersection with Meadowview Acres; applying a single application of chip seal on the easterly section of Bird Haven Loop beginning at the intersection with Cross Creek Rd and continuing north easterly to the north easterly intersection with Meadowview Acres Road on an area approximately four thousand seven hundred forty-four (4,744) feet long with widths varying between nineteen (19) to twenty-one (21) feet, for approximately ninety-seven thousand six hundred fifty-four (97,654) square feet of single chip seal; inclusive of an area two hundred seventy-five (275) feet long by twenty-one (21) feet at the intersection of Bird Haven Loop and Terrace View receive a double application of chip seal for a total of approximately ninety-seven thousand six hundred fifty-four (97,654) square feet of road way;

Asphalt repairs on Bird Haven Loop at seven (7) locations totaling eight hundred ninety-five (895) square feet; on Terrace View Court at one (1) location for thirty-five (35) square feet; on Bird View Court at one (1) location for eighteen (18) square feet; on High County Court at one (1) location totaling one hundred thirty-five (135) square feet; on Majestic View Court at one (1) location for twenty-four (24) square feet; and on Pony Back Court at one (1) location for twenty-four (24) square feet for a total of one thousand one hundred thirty-one (1,131) square feet of asphalt repairs;

Cleaning roadside ditches on Bird Haven Loop at the intersection with Bird Haven Circle for one hundred fifteen (115) linear feet, and on Terrace View Court for two hundred (200) linear feet for a total of three hundred fifteen (315) linear feet of roadside ditching; and

Single application of chip seal on Bird Haven Loop and Cross Creek Road beginning at address 3219 Bird Haven Loop and continuing in a northwesterly direction to the intersection with Meadowview Acres on an area approximately twenty (20) feet wide, with variations to width, by approximately five thousand six hundred twenty-six (5,626)

feet long, for approximately one hundred twelve thousand five hundred twenty-eight (112,528) square feet of roadway, on Cross Creek Road beginning at the intersection with Meadowview Acres Road and ending at Bird Haven Loop on an area approximately twenty (20) feet wide, with variations to width, by one thousand two hundred twenty-six (1,226) feet long for approximately twenty-four thousand five hundred twenty-two (24,522) square feet of roadway, and on the east area of Meadowview Acres beginning at the intersection with Cross Creek Road and continuing south easterly for four thousand seven hundred forty-four (4,744) feet at varying widths between nineteen (19) and twenty one (21) feet for ninety-one thousand eight hundred seventy-nine (91,879) square feet, for a total of two hundred twenty-eight thousand nine hundred twenty-nine (228,929) square feet of single chip seal; and a double application of chip seal at the intersection of Terrace View and Bird Haven Loom on an area two hundred seventy-five (275) feet long by twenty-one (21) feet wide for five thousand seven hundred seventy-five (5,775) square feet of double chip seal. The specific areas where the Work is to be performed will be marked by the road zone representative. The Work is to include, at a minimum:

- A. Sweeping or cleaning the road surfaces using a self-propelled power broom and water truck to remove debris and loose materials.
- B. Asphalt blanket patching including applying a tack coat of SS-1h emulsion, placing hot mix asphalt using one-half inch ($\frac{1}{2}$ ") aggregate and PG64-16 binder, rolled and compacted to minimum depth of one inch (1") to tie in smoothly with existing road surface.
- C. Cover existing manhole covers, water valve boxes, and any other utility covers to protect them from emulsion during application of chip seal.
- D. Applying fog seal to newly placed asphalt blanket patches within the area designated for chip seal.
- E. Applying a single chip seal over an existing chip seal roadway surface. Asphaltic emulsion shall be Polymer Modified CRS-2H and shall be spread at the rate of twenty-eight hundredths (.28) to thirty-two hundredths (.32) gallons per square yard with adjustments to the spread rates allowable in the field based on conditions. The temperature of the emulsion shall be between one hundred thirty (130) degrees and one hundred eighty (180) degrees Fahrenheit. Atmospheric temperatures at the time of application shall be a minimum of sixty-five (65) degrees Fahrenheit and not greater than one hundred ten (110) degrees Fahrenheit. Aggregate screenings (chips) shall be five-sixteenths of an inch ($\frac{5}{16}$ ") x No. 8 and spread at a rate of twenty (20) to thirty (30) pounds per square yard with adjustments to the spread rate in the field based on conditions. Chips shall be free of dust and other deleterious materials. Chips shall be compacted into place with a pneumatic roller.
- F. Applying a double chip seal over existing road surface where previously applied paving fabric is exposed. Asphaltic emulsion shall be Polymer Modified CRS-2H and shall be spread at the rate of twenty-eight hundredths (.28) to thirty-two hundredths (.32) gallons per square yard with adjustments to the spread rates allowable in the field based on conditions. The temperature of the emulsion shall be between one hundred thirty (130) degrees and one hundred eighty (180) degrees Fahrenheit. Atmospheric temperatures at the time of application shall be a minimum of sixty-five (65) degrees Fahrenheit and not greater than one hundred ten (110) degrees Fahrenheit. Aggregate screenings

(chips) shall be five-sixteenths on an inch (5/16") x No. 8 and spread at a rate of twenty (20) to thirty (30) pounds per square yard with adjustments to the spread rate in the field based on conditions. The second application of asphaltic emulsion shall be polymer modified CRS-2H with an application rate of twenty-eight hundredths (.28) to thirty-two hundredths (.32) gallons per square yard with adjustments to the spread rates allowable in the field based on conditions. The temperature of the emulsion shall be between one hundred thirty (130) degrees and one hundred eighty (180) degrees Fahrenheit. Chips shall be free of dust and other deleterious materials. Chips shall be compacted into place with a pneumatic roller.

- G. Asphalt repairs including neat cutting into a square pattern approximately six inches (6") outside of the outer boundary of each failed area, and excavating and removing the existing material to a depth of approximately four inches (4") depending on conditions in the field; re-compacting subgrade; applying a tack coat of SS1H emulsion to the vertical edges; and placing hot mix asphalt concrete using one-half inch (1/2") aggregate and PG 64-16 asphalt binder into the excavated area in two (2) lifts, rolled and compacted to tie in smoothly with the existing road surface.
- H. Roadside ditching including using a back hoe to reshape roadside ditches to provide proper drainage, removing vegetation, and clearing debris on alternating sides of the roads where silt has filled ditches; spoils from ditching to be disposed of on-site at the direction of the road zone representative; and sweeping as described in Work Item A, above.

Excess chips will be left in place at the direction of the road zone representative for work included in the original contract scope. In the event sweeping is requested at a later date, that work is not included in this Contract, as amended. For the work included under this amendment, excess chips will be swept within fourteen (14) calendar days of the application of chip seal.

Contractor shall post notice of the project work schedule at the entrance to the project work area at least forty-eight (48) hours before beginning any Work.

All materials and application methods shall be in conformance with the 2010 Caltrans Standard Specifications including any Special Notices thereto. Spoils shall be properly disposed of offsite and at no additional charge to County. The Work includes mobilization and all necessary traffic control. Contractor shall provide all signage necessary for the Work.

and all other work as called for, and in the manner designated in, and in strict conformance with the Contract Documents adopted by County as prepared by County's Contract Administrator or Project Manager, which includes but is not limited to the terms Engineer and Architect. The Work shall be performed in accordance with all of the terms and conditions of the Contract Documents.

Section 3, Location of Work, of the Contract is amended in its entirety to read as follows:

3. **Location of Work**

Said Work is to be performed on the designated areas of Bird Haven Loop, Cross Creek Road, Terrace View Court, Bird View Court, High Country Court, Majestic View Court, and Pony Back Court in the Meadowview Acres, County Service Area Number 9, Road Zone of Benefit Number 98125, in the Cool area of El Dorado County, California.

Section 4, Contract Price, of the Contract is amended in its entirety to read as follows:

4. **Contract Price**

As compensation agreed upon for said Work, County shall pay or cause to be paid to Contractor, in full, and for the full contract price and compensation for said completion of the Work, including without limitation, all bonds and insurance, **THE NOT TO EXCEED SUM OF SEVENTY-FOUR THOUSAND THREE HUNDRED EIGHTY-SEVEN DOLLARS (\$74,387.00)** which sum constitutes the Contract Price for the complete project (the "Contract Price"). Contractor shall submit an invoice for payment, noting this Contract number with Zone title upon completion of the Work. Payment shall be made within thirty (30) days after the date of receipt and approval of both the road zone key contact and County. Invoices shall be mailed to County at the following address:

County of El Dorado
Community Development Agency
Administration and Finance Division
2850 Fairlane Court
Placerville, California 95667
Attn: Karen Coleman, Chief Fiscal Officer

Section 5, Time of Completion, of the Contract is amended in its entirety to read as follows:

5. **Time of Completion**

Time is of the essence. The Work under the Contract shall be completed within **TWENTY (20) Working Days** from the date specified in the official Notice to Proceed with the Work, unless an extension of time or suspension of Work is authorized in writing in accordance with a Contract Change Order.

It is agreed by the parties to this Contract that in case all the Work called for under the Contract in all parts and requirements is not finished or completed within the number of working days as set forth above, damage will be sustained by County, and that it is and will be impracticable and extremely difficult to ascertain and determine the actual damage which County will sustain in the event of and by reason of the delay; and it is therefore agreed that Contractor will pay to County the sum of **SIX HUNDRED DOLLARS (\$600)** per calendar day, as liquidated damages and not as a penalty, for each and every calendar day's delay in finishing the Work in excess of the number of working days prescribed herein; and Contractor agrees to pay the liquidated damages herein provided for, and further agrees that County may deduct the amount thereof from any moneys due or that may become due Contractor under the Contract.

Section 42, Notice, of the Contract is amended in its entirety to read as follows:

42. **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. Notices personally delivered during normal business hours shall be 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:

To County:

County of El Dorado
Community Development Agency
Administration and Finance Division
2850 Fairlane Court
Placerville, California 95667

Attn.: Karen Coleman
Chief Fiscal Officer

With a copy to:

County of El Dorado
Community Development Agency
Administration and Finance Division
2850 Fairlane Court
Placerville, California 95667

Attn.: Michele Weimer
Administrative Services Officer
Contracts & Procurement Unit

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 Road
Placerville, California 95667

Attn.: Douglas B. Veerkamp
President

Either party may change its address for notices by giving written notice pursuant to this Article.

Section 48, Contract Administrator, of the Contract is amended in its entirety to read as follows:

48. **Contract Administrator**

The County Officer or employee with responsibility for administering this Contract is Karen Coleman, Chief Fiscal Officer, Administration and Finance Division, Community Development Agency, or successor.

Except as herein amended, all other parts and sections of Agreement for Road Zone Maintenance Services #195-S1710 shall remain unchanged and in full force and effect.

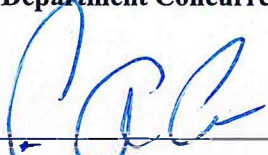
Requesting Contract Administrator Concurrence:

By: 

Karen Coleman
Chief Fiscal Officer
Administration and Finance Division
Community Development Agency

Dated: 6/7/17

Requesting Department Concurrence:

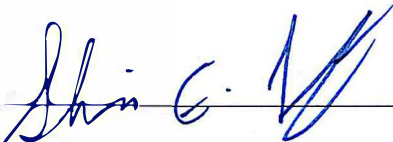
By: 

Creighton Avila
Deputy Chief Administrative Officer
Community Development Agency

Dated: 6/7/17

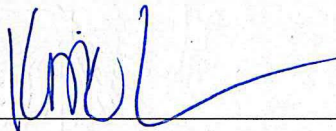
IN WITNESS WHEREOF, the parties hereto have executed this First Amendment to that Agreement for Road Zone Maintenance Services #195-S1710 on the dates indicated below.

-- COUNTY OF EL DORADO --

By: 
Board of Supervisors
"County"

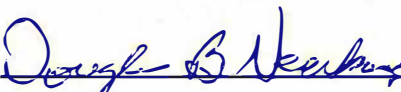
Dated: 6/27/2017

Attest:
James S. Mitrison
Clerk of the Board of Supervisors


By: 
Deputy Clerk

Dated: 6/27/2017

-- DOUG VEERKAMP GENERAL ENGINEERING, INC. --

By: 
Douglas B. Veerkamp
President
"Contractor"

Dated: 5-24-2017

By: 
Lori A. Veerkamp
Corporate Secretary

Dated: 5-24-17