

# ORIGINAL

## Doug Veerkamp General Engineering, Inc.

### FIRST AMENDMENT TO AGREEMENT FOR ON-CALL ROAD ZONE MAINTENANCE SERVICES #2967

**THIS FIRST AMENDMENT** to that Agreement for On-Call Road Zone Maintenance Services #2967 made and entered into by and between the County of El Dorado, a political subdivision of the State of California (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 provide road maintenance services for the Department of Transportation pursuant to Agreement for On-Call Road Zone Maintenance Services #2967, dated June 5, 2018, incorporated herein and made by reference a part hereof (hereinafter referred to as "Agreement");

**WHEREAS**, the parties hereto desire to amend the Agreement to increase the not-to-exceed compensation amount of the Agreement by \$250,000, amending **Article 4, Contract Price**;

**WHEREAS**, the parties hereto desire to update County's notice recipients, amending **Article 47, Notice**;

**WHEREAS**, the parties hereto desire to update County's Contract Administrator, amending **Article 53, 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 the Agreement in this First Amendment to Agreement on the following terms and conditions:

I. All references to Community Development Services, Administration and Finance Division, throughout the Agreement shall read Department of Transportation.

II. **Article 4, Contract Price, the second paragraph of the Article is amended in its entirety to read as follows:**

The total amount of this Agreement, as amended, shall not exceed \$500,000, inclusive of all Task Orders, Work Orders, costs, and expenses.

III. **Article 47, Notice, of the Agreement is amended in its entirety to read as follows:**

**47. Notice**

Any notice or other correspondence required to be given under this Agreement by either party to the other may be affected 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 in duplicate and delivered to it as follows:

To County:

County of El Dorado  
Department of Transportation  
2850 Fairlane Court  
Placerville, California 95667

Attn.: Matthew Smeltzer, P.E.  
Deputy Director, Engineering  
Fairlane Engineering Division

With a copy to:

County of El Dorado  
Chief Administrative Office  
2850 Fairlane Court  
Placerville, California 95667

Attn.: Michele Weimer  
Procurement and Contracts  
Manager

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 or for its principal place of business by giving written notice pursuant to this Article.


**IV. Article 53, Contract Administrator of the Agreement is amended in its entirety to read as follows:**

**53. Contract Administrator**

The County Officer or employee with responsibility for administering this Agreement is Matthew Smeltzer, P.E., Deputy Director, Engineering, Fairlane Engineering Division, Department of Transportation, or successor.


Except as herein amended, all other parts and sections of Agreement for On-Call Road Zone Maintenance Services #2967 shall remain unchanged and in full force and effect.

**Requesting Contract Administrator Concurrence:**

By:   
Matthew Smeltzer, P.E.  
Deputy Director, Engineering  
Fairlane Engineering Division  
Department of Transportation

Dated: 9/18/19

**Requesting Department Concurrence:**

By:   
Rafael Martinez, Director  
Department of Transportation

Dated: 6/19/19

IN WITNESS WHEREOF, the parties hereto have executed this First Amendment to Agreement for On-Call Road Zone Maintenance Services #2967 on the dates indicated below.

-- COUNTY OF EL DORADO --

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

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

Board of Supervisors  
"County"

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

By: \_\_\_\_\_  
Deputy Clerk

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

-- DOUG VEERKAMP GENERAL ENGINEERING, INC. --

By: *Douglas B. Veerkamp*  
Douglas B. Veerkamp  
President  
"Contractor"

Dated: 6-12-19

By: *Lori A. Veerkamp*  
Lori A. Veerkamp  
Corporate Secretary

Dated: 6/13/19