

ORIGINAL

Joe Vicini, Inc.

Landfill Maintenance Services

AGREEMENT FOR SERVICES #4152

THIS AGREEMENT, 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 Joe Vicini, Inc., a corporation duly qualified to conduct business in the State of California, whose principal place of business is 315 Placerville Drive, Placerville, California 95667 and whose mailing address is Post Office Box 206, Placerville, California 95667 (hereinafter referred to as "Contractor");

RECITALS

WHEREAS, County is acting by and through County Service Area No. 10, a lawfully established County Service Area as defined by Government Code Section 25210 et seq.;

WHEREAS, County has determined that it is necessary to obtain a contractor to assist its Environmental Management Department in providing maintenance services at the Union Mine Disposal Site or any other County owned landfill;

WHEREAS, Contractor has represented to County that it is specially trained, experienced, expert, and competent to perform the special services required hereunder, and County has determined to rely upon such representations;

WHEREAS, it is the intent of the parties hereto that such services be in conformity with all applicable state and local laws and ordinances applicable to the work, including compliance with prevailing wage rates and their payment in accordance with California Labor Code, Section 1775;

WHEREAS, County has determined that the provision of such services provided by Contractor are in the public's best interest, and authorized by El Dorado County Charter, Section 210(b)(6) and/or Government Code Section 31000;

NOW, THEREFORE, County and Contractor mutually agree as follows:

ARTICLE I

Scope of Services: Contractor agrees to furnish all personnel, subcontractors, tools, equipment, materials, supplies, and services necessary to assist County's Environmental Management Department in providing on-site maintenance services at County's Union Mine Disposal Site, or any other County-owned landfill as required, on an on-call basis. Services shall include, but not be limited to, those tasks as identified in Exhibit A, marked "Scope of Services," incorporated herein and made by reference a part hereof, or as identified in the individual Work Orders to be issued in accordance with this Agreement.

For each individual work assignment, Contractor shall provide a written quote to County's Contract Administrator, or designee. Upon receipt and approval of each quote, County's Contract Administrator will issue a separate written Work Order to Contractor for each work assignment identifying the specific services to be provided. The specific services for each assignment shall be determined on a task-by-task basis. The Work Order shall include a written scope of work, a schedule including a list of tasks with completion dates and a target completion date for the overall scope of work, standards for work, and a not-to-exceed cost to complete the work. Contractor shall not commence work until receiving the fully-executed Work Order.

For emergency and unanticipated/unplanned repair or protection services, the specific services for each assignment shall be determined at a pre-service meeting, telephone conference call, or by email between Contractor and County's Contract Administrator or County's Contract Administrator's designee to discuss the needs, applicable standards, required deliverables, specific Contractor staff, and estimated costs associated with each specific service on an item-by-item basis. At the conclusion of the pre-service meeting, telephone conference, or email exchange, County's Contract Administrator will provide Contractor with verbal authorization to proceed. County's Contract Administrator will follow up the verbal authorization with a written authorization to proceed in the form of a Work Order, to Contractor via email or fax, with the specific emergency or unanticipated/unplanned services to be performed, including requirements for Payment and Performance Bonds, if applicable.

No payment will be made for any work performed prior to approval and full execution of the Work Order, as applicable, and no payment will be made for amounts in excess of the not-to-exceed amount of the Work Order.

The period of performance for Work Orders shall be in accordance with dates specified in each Work Order. No payment will be made for any work performed before or after the period of performance in the Work Order, unless County's Contract Administrator and Contractor amend the Work Order. No Work Order will be written which exceeds the cumulative total of the not-to-exceed dollar amount of this Agreement.

Contractor shall provide County's Contract Administrator with the names and titles of Contractor's representatives that are authorized to bind Contractor by signing Work Orders and Work Order Amendments on Contractor's behalf. Contractor's notification of individuals authorized to execute Work Orders and Work Order Amendments on Contractor's behalf shall be communicated to County's Contract Administrator in accordance with ARTICLE XXIII, Notice to Parties, of this Agreement.

For any of the services described in Exhibit A that are determined to be emergency or unanticipated/unplanned in nature by County's Contract Administrator, an on-site response time, including all necessary personnel and equipment, of forty-eight (48) hours is the maximum allowable timeframe to County's request to remedy any of the aforementioned tasks. If mitigating circumstances exist, this response timeframe may be extended in writing by County's Contract Administrator, or designee.

Unless authorized in advance in the individual work orders, no overtime shall be authorized for services without prior written approval from County's Contract Administrator. Initial authorization may consist of verbal approval between County's Contract Administrator, or designee, and Contractor, however formal approval shall follow in written form.

All of the services included in this Article and Exhibit A are the responsibility of Contractor, unless specifically described as a task or item of work to be provided by County. Contractor shall be responsible for the supervision, administration, and work performed by any subcontractor for services rendered under the Agreement.

ARTICLE II

Term: This Agreement shall become effective when fully executed by both parties hereto and shall expire three (3) years thereafter.

ARTICLE III

Compensation for Services:

- A. Payment for services under this Agreement shall be in accordance with the Standard Specifications set forth in the State of California, Department of Transportation (Caltrans) Standard Specifications 2018 (Standard Specifications), including any amendments thereto. Payment for all labor shall be in accordance with Section 9 of the Standard Specifications. This shall include actual wages paid, plus labor surcharges as identified in the Caltrans publication entitled Labor Surcharge and Equipment Rental Rates (Rental Rate Book). The Rental Rate Book is published annually, and the applicable Rental Rate Book for payment purposes is determined by the effective date of the applicable Work Order.

In accordance with ARTICLE V, Prevailing Wage, and ARTICLE VII, Certified Payroll, Contractor shall provide certified payroll records with each invoice, verifying that actual wages meet or exceed prevailing wage rates. For services provided under this Agreement, prevailing wage rates shall be determined by the effective date of the applicable Work Order.

Additional labor and equipment rates are attached hereto as Exhibit B, marked "Rate Schedule," incorporated herein and made by reference a part hereof.

- B. Equipment rates from the following sources shall be eligible for a fifteen percent (15%) markup in accordance with Section 9 of the Standard Specifications: the Rental Rate Book and Caltrans Miscellaneous Equipment Rental Rates (Miscellaneous Rental Rates). For any equipment rented, not listed on one of the aforementioned approved sources, the rental yard invoice shall accompany Contractor's invoice detailing the equipment rented and dates. There shall be no mark-up for rental of equipment not listed on one (1) of the aforementioned approved sources. Any move in/move out rates for equipment are included in Exhibit B or shall be included in the applicable Work Orders issued pursuant to this Agreement.

- C. For all materials used pursuant to this Agreement, Contractor shall receive the actual cost plus sales tax, if applicable, plus five percent (5%) of actual cost (not including sales tax).
- D. For services provided herein and authorized by Work Orders, County agrees to pay Contractor monthly in arrears. Payment shall be made within forty-five (45) days following County's receipt and approval of itemized invoices detailing the services rendered.
- E. Contractor shall bill County for only one (1) Work Order per invoice. The total amount payable by County for an individual Work Order shall not exceed the amount agreed to in the Work Order, unless County's Contract Administrator and Contractor amend the Work Order.
- F. Itemized invoices shall follow the format specified by County and shall reference this Agreement number and the applicable County-supplied Work Order number on their faces. Invoices must include a description of services performed, names of employees who performed services, classification of employees who performed services (including group and area numbers, as applicable), dates of service, hours worked, and description and codes of all equipment used.

Invoices that include labor for any positions not specified on Exhibit B shall be accompanied by printed versions of the applicable prevailing wage determinations as published on the California Department of Industrial Relations website. Invoices that include equipment not specified on Exhibit B shall be accompanied by printed versions of the applicable equipment rental rates from the Rental Rate Book and/or Miscellaneous Rental Rates, including the Rental Rate Book(s) cover sheet showing effective date(s) of Rental Rate Book(s) as published on the Caltrans website. Labor percentage mark-ups or surcharge percentage to be applied for labor to the actual wages, not specified on Exhibit B, must be accompanied with a copy of the State of California Labor Surcharge and Equipment Rental Rates cover sheet, showing the effective date(s) of the percentage mark-ups or surcharge percentage, along with the applicable mark-up or percentage allowed. Invoices that include charges for parts or materials furnished by Contractor shall be accompanied by backup documentation to substantiate Contractor's actual cost for the parts or materials billed. Documentation attached to invoices shall reflect Contractor's charges for the specific services billed on those invoices.

- G. Invoices shall be mailed to County at the following address:

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

Attn.: Tom Meyer
Administrative Analyst

or to such other location as County directs.

- H. The total compensation for services under this Agreement shall not exceed \$300,000, inclusive of all costs, expenses, and Work Orders. It is understood and agreed that there is no guarantee that this amount will be authorized under this Agreement through Work Orders.
- I. In the event that Contractor fails to deliver, in the format specified, the deliverables required by this Agreement, County at its sole option may delay the payment for the period of time of the delay, cease all payments until such time as the required deliverables are received, or proceed as set forth below in ARTICLE XXII, Default, Termination, and Cancellation, herein.

ARTICLE IV

Taxes: Contractor certifies that as of today's date, it is not in default on any unsecured property taxes or other taxes or fees owed by Contractor to County. Contractor agrees that it shall not default on any obligations to County during the term of this Agreement.

ARTICLE V

Prevailing Wage: County requires Contractor's services on public works project(s) involving local, state and/or federal funds to which prevailing wage requirements may apply. As a consequence, Contractor shall comply with all applicable state and federal prevailing wage rates, statutes, rules, and regulations then in effect. Contractor shall use the general prevailing wage rates determined by the Director of Industrial Relations for the county in which the work is to be done, which are available at the principal office of County's Environmental Management Department. Changes, if any, to the general prevailing wage rates will be available at the same location.

Federal minimum wage rates are determined by the United States Secretary of Labor and may be examined at the office described above. Future effective general prevailing wage rates which have been predetermined and are on file with the California Department of Industrial Relations are referenced but not printed in the general prevailing wage rates.

Contractor shall comply with all applicable wage requirements, as set forth in Labor Code Sections 1770 et seq., 1773.2, 1775, 1776, 1810, and 1813. In accordance with the provisions of Labor Code Section 1810, eight (8) hours of labor shall constitute a legal day's work upon all work done hereunder, and Contractor and any subcontractor authorized under this Agreement shall also conform to and be bound by the provisions of Labor Code Sections 1810 through 1815.

Any subcontract entered into as a result of this Agreement, if more than \$25,000 for new construction, alteration, installation, demolition, or repair of public works construction or more than \$15,000 for the maintenance of public works, shall contain all provisions of this Article.

ARTICLE VI

Apprentices: Attention is directed to Sections 1777.5, 1777.6, and 1777.7 of the California Labor Code and Title 8, California Code of Regulations Section 200 et seq.

To ensure compliance and complete understanding of the law regarding apprentices, and specifically the required ratio thereunder, each Contractor or subcontractor should, where some question exists, contact the Division of Apprenticeship Standards, 455 Golden Gate Avenue, San Francisco, CA 94102, or one of its branch offices prior to commencement of work on this Agreement. Responsibility for compliance with this Article lies with Contractor.

It is County policy to encourage the employment and training of apprentices on public works contracts as may be permitted under local apprenticeship standards.

ARTICLE VII

Certified Payroll: As required under the provisions of Labor Code Section 1776, Contractor and any subcontractors, if any are authorized herein, shall keep accurate payroll records as follows:

1. The payroll records shall show the name, address, social security number, work classification, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed by Contractor or subcontractors in connection with the services provided under this Agreement.
2. A certified copy of all payroll records enumerated above shall be available for inspection at all reasonable hours at the principal office of Contractor as follows:
 - a. Make available or furnish to the employee or his or her authorized representative on request.
 - b. Make available for inspection or furnished upon request to a representative of County, the State Division of Labor Standards Enforcement, and the Division of Apprenticeship Standards of the State Department of Industrial Relations.
 - c. Make available upon request by the public for inspection or copies thereof made; provided, however, that a request by the public shall be made through either County, the State Division of Labor Standards Enforcement, or the State Division of Apprenticeship Standards. The requesting party shall, prior to being provided the records, reimburse the costs of preparation by Contractor, subcontractor, and the entity through which the request was made. The public shall not be given access to the records at the principal office of Contractor.
 - d. All contractors and subcontractors must furnish electronic certified payroll records directly to the Department of Industrial Relations.

ARTICLE VIII

Performance Bond: For any Work Order issued in excess of \$25,000, Contractor shall furnish a bond of a surety company authorized to do business in the State of California and acceptable to County, conditioned upon the faithful performance of all covenants

and stipulations under this Agreement. The amount of this bond shall be one hundred percent (100%) of the total Work Order Price, and shall be executed upon the form provided by County.

ARTICLE IX

Payment Bond: For any Work Order issued in excess of \$25,000, Contractor shall furnish a bond of a surety company authorized to do business in the State of California and acceptable to County, 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 Work Order Price, and shall be executed upon the form provided by County.

ARTICLE X

Registration of Contractors: No contractor or subcontractor may bid on any public work project, be listed in a bid proposal for any public works project, or engage in the performance of any contract for public work unless registered with the Department of Industrial Relations pursuant to Labor Code sections 1725.5 and 1771.1. Public work projects are subject to compliance, monitoring, and enforcement by the Department of Industrial Relations.

Contractor shall post job site notices as prescribed by Title 8 of California Code of Regulations Section 16451.

ARTICLE XI

Records Examination and Audit Requirements: Contractor and its subcontractors, if any are authorized hereunder, shall maintain all books, documents, papers, accounting records, and other evidence pertaining to the performance of the Agreement, including but not limited to, the costs of administering the various aspects of the Agreement. In accordance with Government Code Section 8546.7, all of the above-referenced parties shall make such materials available at their respective offices at all reasonable times during the Agreement period and for three (3) years from the date that final payment by County and all other pending matters are closed. Representatives of County, the California State Auditor, and any duly authorized representative of other government agencies shall have access to any books, documents, papers, and records that are pertinent to the Agreement for audit, examination, excerpts, and transactions and copies thereof shall be furnished upon request.

ARTICLE XII

Payment of all Federal, State or City Taxes: Any federal, state or city tax payable on the articles furnished by Contractor under this Agreement shall be included in rates quoted herein and shall be paid by Contractor.

ARTICLE XIII

Compliance with all Applicable Laws: Contractor shall conform to and abide by all applicable federal, state and local building, labor, environmental 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 Marshal, safety orders of the Division of Industrial Safety, California Electrical Code, California Building Code,

California Plumbing Code, and any and all other applicable laws and regulations. Nothing in this Agreement, including but not limited to, any directions, plans or specifications provided to Contractor, is to be construed to permit work not conforming to these codes.

ARTICLE XIV

Reporting Accidents: Contractor shall prepare and submit to County (within twenty-four [24] hours of such incidents) reports of accidents at the site and anywhere else work under this Agreement is in progress in which bodily injury is sustained or property loss in excess of five hundred dollars (\$500.00) occurs.

ARTICLE XV

Workers' Compensation: Contractor shall comply with Labor Code Sections 3700 et seq., requiring it to obtain Workers' 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 against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that Code, and I will comply with such provisions before commencing the performance of the work of this Agreement.

Signed: 

Dated: 7-25-15

ARTICLE XVI

Changes to Agreement: This Agreement may be amended by mutual consent of the parties hereto. Said amendments shall become effective only when in writing and fully executed by duly authorized officers of the parties hereto.

ARTICLE XVII

Contractor to County: It is understood that the services provided under this Agreement shall be prepared in and with cooperation from County and its staff. It is further agreed that in all matters pertaining to this Agreement, Contractor shall act as Contractor only to County and shall not act, unless authorized by County as Contractor to any other individual or entity affected by this Agreement nor provide information in any manner to any party outside of this Agreement that would conflict with Contractor's responsibilities to County during the term hereof.

ARTICLE XVIII

Confidentiality: Contractor and any subcontractor authorized under this Agreement shall maintain the confidentiality and privileged nature of all records, including billing records, together with any knowledge therein acquired, in accordance with all applicable state and federal laws and regulations, as they may now exist or may hereafter be amended or changed. Contractor, and all Contractor's staff, employees, and representatives, including any subcontractors authorized herein, shall not use or

disclose, directly, or indirectly at any time, any said confidential information, other than to County's Environmental Management Department or to such other person with County's consent for the purpose of, and in the performance of, this Agreement. This confidentiality provision shall survive after the expiration or earlier termination of this Agreement.

ARTICLE XIX

Assignment and Delegation: Contractor is engaged by County for its unique qualifications and skills as well as those of its personnel. Contractor shall not subcontract, delegate or assign services to be provided, in whole or in part, to any other person or entity without prior written consent of County.

ARTICLE XX

Independent Contractor/Liability: Contractor is, and shall be at all times, deemed independent and shall be wholly responsible for the manner in which it performs services required by the terms of this Agreement. Contractor exclusively assumes responsibility for acts of its employees, associates, and subcontractors, if any are authorized herein, as they relate to services to be provided under this Agreement during the course and scope of their employment.

Contractor shall be responsible for performing the work under this Agreement in a safe, professional, skillful, and workmanlike manner and shall be liable for its own negligence and negligent acts of its employees. County shall have no right of control over the manner in which work is to be done and shall, therefore, not be charged with responsibility of preventing risk to Contractor or its employees.

ARTICLE XXI

Fiscal Considerations: The parties to this Agreement recognize and acknowledge that County is a political subdivision of the State of California. As such, County is subject to the provisions of Article XVI, Section 18 of the California Constitution and other similar fiscal and procurement laws and regulations and may not expend funds for products, equipment, or services not budgeted in a given year. It is further understood that in the normal course of County business, County will adopt a proposed budget prior to a given fiscal year, but that the final adoption of a budget does not occur until after the beginning of the fiscal year.

Notwithstanding any other provision of this Agreement to the contrary, County shall give notice of cancellation of this Agreement in the event of adoption of a proposed budget that does not provide for funds for the services, products or equipment subject herein. Such notice shall become effective upon the adoption of a final budget, which does not provide funding for this Agreement. Upon the effective date of such notice, this Agreement shall be automatically terminated and County released from any further liability hereunder.

In addition to the above, should the Board of Supervisors during the course of a given year for financial reasons reduce or order a reduction in the budget for any County department for which services were contracted to be performed, pursuant to this

paragraph in the sole discretion of County, this Agreement and any Work Orders issued pursuant to this Agreement may be deemed to be canceled in its entirety subject to payment for services performed prior to cancellation.

ARTICLE XXII

Default, Termination, and Cancellation:

- A. **Default:** Upon the occurrence of any default of the provisions of this Agreement, 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 at 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 reason(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 Agreement provision and shall demand that the party in default perform the provisions of this Agreement within the applicable period of time. No such notice shall be deemed a termination of this Agreement 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 Agreement, at the option of County, shall be terminable in the case of bankruptcy, voluntary or involuntary, or insolvency of Contractor.
- C. **Ceasing Performance:** County may terminate this Agreement immediately in the event Contractor ceases to operate as a business, or otherwise becomes unable to substantially perform any term or condition of this Agreement.
- D. **Termination or Cancellation without Cause:** County may terminate this Agreement or any Work Order issued pursuant to this Agreement in whole or in part upon seven (7) calendar days' written notice by County for any reason. If such prior termination is effected, County will pay for satisfactory services rendered prior to the effective dates, as set forth in the Notice of Termination provided to Contractor, 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 Work Order or the total amount of the Agreement, as applicable. Upon receipt of a Notice of Termination, Contractor 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. In the event of termination, County reserves the right to take over and complete the work by contract or by any other means.

ARTICLE XXIII

Notice to Parties: All notices to be given by the parties hereto shall be in writing and served by depositing same in the United States Post Office, postage prepaid and return receipt requested. Notices to County shall be in duplicate and addressed as follows:

To County:

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

Attn.: Greg Stanton, REHS
Director

With a copy to:

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

Attn.: Michele Weimer
Procurement and Contracts Manager

or to such other location as County directs.

Notices to Contractor shall be addressed as follows:

Joe Vicini, Inc.
P.O. Box 206
Placerville, California, 95667

Attn.: Gordon Vicini, President

or to such other location as Contractor directs.

ARTICLE XXIV

Change of Address: In the event of a change in address for Contractor's principal place of business, Contractor's Agent for Service of Process, or Notices to Contractor, Contractor shall notify County in writing as provided in ARTICLE XXIII, Notice to Parties. Said notice shall become part of this Agreement upon acknowledgment in writing by County's Contract Administrator, and no further amendment of the Agreement shall be necessary provided that such change of address does not conflict with any other provisions of this Agreement.

ARTICLE XXV

Indemnity: Contractor shall defend, indemnify, and hold County and its officers, agents, employees and representatives 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 Contractor's services, operations or performance hereunder, regardless of the existence or degree of fault or negligence on the part of County, Contractor, subcontractor(s) and employee(s) of any of these, except for the sole, or active negligence of County, its officers, agents, employees and representatives, or as expressly provided 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.

ARTICLE XXVI

Insurance: Contractor shall provide proof of a policy of insurance satisfactory to County's Risk Management Division and documentation evidencing that Contractor maintains insurance that meets the following requirements:

- A. Full Workers' Compensation and Employers' 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 \$1,000,000 combined single limit per occurrence for bodily injury and property damage, including but not limited to endorsements for the following coverage: premises, personal injury, operations, products and completed operations, blanket contractual, and independent contractors' liability and a \$2,000,000 aggregate limit.
- C. Automobile Liability Insurance of not less than \$1,000,000 is required in the event motor vehicles are used by Contractor in performance of the Agreement.
- D. In the event Contractor is a licensed professional and is performing professional services under this Agreement, Professional Liability Insurance is required with a limit of liability of not less than \$1,000,000.
- E. Contractor shall furnish a certificate of insurance satisfactory to County's Risk Management Division as evidence that the insurance required above is being maintained.
- F. The insurance will be issued by an insurance company acceptable to County's 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 herein shall be in effect at all times during the term of this Agreement, inclusive of the guarantee/warranty period specified hereinbelow. In the event said insurance coverage expires at any time or times during the term of this Agreement, Contractor shall immediately provide a new certificate of insurance as evidence of the required insurance coverage. In the event 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 Agreement upon the occurrence of such event. New certificates of insurance are subject to the approval of County's Risk Management Division, and Contractor agrees that no work or services shall be performed prior to the giving of such approval.
- H. The certificate of insurance must include the following provisions stating that:
 - 1. The insurer will not cancel the insured's coverage without prior written notice to County; and
 - 2. The County of El Dorado, its officers, officials, employees, and volunteers are included as additional insured, on an additional insured endorsement,

but only insofar as the operations under this Agreement are concerned.
This provision shall apply to the general liability policy.

- I. Contractor's insurance coverage shall be primary insurance in respect to County, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by County, its officers, officials, employees, or volunteers shall be in excess of Contractor's insurance and shall not contribute with it.
- J. Any deductibles or self-insured retentions must be declared to, and approved, by County. At the option of County, either: The insurer shall reduce or eliminate such deductibles or self-insured retentions in respect to County, its officers, officials, employees, and volunteers; or 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 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 Agreement.
- N. In the event Contractor cannot provide an occurrence policy, Contractor shall provide insurance covering claims made as a result of performance of this Agreement for not less than three (3) years following completion of performance of this Agreement.
- 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 County's Risk Management Division as essential for protection of County.

ARTICLE XXVII

Licenses: Contractor warrants and represents that it holds a valid California license pursuant to the Contractors' State License Law (Business and Professions Code Sections 7000, et seq.), that its license, during the term of this Agreement, is in good standing and that it possesses a Class A, General Engineering Contractor License as required by the categories and types of work to be performed under this Agreement. Copies of Contractor's State Contractors' license(s) must be provided with this Agreement.

ARTICLE XXIII

Business License: County's Business License Ordinance provides that it is unlawful for any person to furnish supplies or services, or transact any kind of business in the

unincorporated territory of El Dorado County without possessing a County business license unless exempt under County Ordinance Code Section 5.08.070. Contractor warrants and represents that it shall comply with all of the requirements of County's Business License Ordinance, where applicable, prior to beginning work under this Agreement and at all times during the term of this Agreement.

ARTICLE XXIX

Environmental and Toxic Warranty: Contractor warrants that its operations concerning the services and materials provided under this Agreement are not and will not be in violation of any applicable environmental federal, state, or local statute, law, or regulation dealing with hazardous materials substances or toxic substances.

ARTICLE XXX

Guarantees:

- A. Contractor shall guarantee all materials, parts and equipment furnished and work performed for a period of one (1) year. Contractor warrants and guarantees for a period of one (1) year from the date of invoice that the work is free from all defects due to faulty materials or workmanship and Contractor shall promptly make such corrections as may be necessary, including repairs of any damage to other parts of the work resulting from such defects at no cost to County. County will give notice of observed defects with reasonable promptness. In the event that Contractor should fail to make such repairs, adjustments or other work that may be made necessary by such defects, County may do so and charge Contractor the cost thereby incurred.
- B. If a guaranty exceeding one (1) year is provided by the supplier or manufacturer of any parts or equipment used in the performance of services under this Agreement, then the guarantee for such materials shall be extended for such term. Contractor expressly agrees to act as co-guarantor of such parts, equipment and materials, and Contractor shall supply County with all warranty and guaranty documents relative to parts, equipment and materials incorporated in the services provided and guaranteed by its suppliers or manufacturers.
- C. Contractor warrants to County that materials, parts, and equipment furnished under this Agreement will be of good quality and new, unless otherwise required or permitted by the Agreement, that the work performed will be free from defects or flaws and is of the highest quality of workmanship and that the services provided will conform with the requirements of the Agreement. Work not conforming to these requirements, including substitutions not properly approved and authorized, shall be considered defective.

ARTICLE XXXI

Interest of Public Official: No official or employee of County who exercises any functions or responsibilities in review or approval of services to be provided by Contractor under this Agreement shall participate in or attempt to influence any decision relating to this Agreement which affects personal interest or the interest of any

corporation, partnership, or association in which he/she is directly or indirectly interested; nor shall any such official or employee of County have any interest, direct or indirect, in this Agreement or the proceeds thereof.

ARTICLE XXXII

Interest of Contractor: Contractor covenants that Contractor presently has no personal interest or financial interest, and shall not acquire same in any manner or degree, in either: 1) any other contract connected with or directly affected by the services to be performed by this Agreement; or, 2) any other entities connected with or directly affected by the services to be performed by this Agreement. Contractor further covenants that in the performance of this Agreement no person having any such interest shall be employed by Contractor.

ARTICLE XXXIII

Conflict of Interest: The parties to this Agreement have read and are aware of the provisions of Government Code Section 1090 et seq. and Section 87100 relating to conflict of interest of public officers and employees. Contractor attests that it has no current business or financial relationship with any County employee(s) that would constitute a conflict of interest with provision of services under this Agreement and will not enter into any such business or financial relationship with any such employee(s) during the term of this Agreement. County represents that it is unaware of any financial or economic interest of any public officer or employee of Contractor relating to this Agreement. It is further understood and agreed that if such a financial interest does exist at the inception of this Agreement either party may immediately terminate this Agreement by giving written notice as detailed in ARTICLE XXII, Default, Termination, and Cancellation, herein.

ARTICLE XXXIV

Nondiscrimination:

- A. County may require Contractor's services on projects involving funding from various state and/or federal agencies, and as a consequence, Contractor shall comply with all applicable nondiscrimination statutes and regulations during the performance of this Agreement including but not limited to the following: Contractor and its employees and representatives shall not unlawfully discriminate against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, military and veteran status of any person, marital status, age, sex, gender, gender identity, gender expression, or sexual orientation. Contractor shall, unless exempt, comply with the applicable provisions of the Fair Employment and Housing Act (Government Code, Sections 12900 et seq.) and applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Sections 7285.0 et seq.); the applicable regulations of the Fair Employment and Housing Commission implementing Government Code, Section 12990, set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations incorporated into this Agreement by reference and made a part hereof as if set forth in full; and Title VI

of the Civil Rights Act of 1964, as amended. Contractor and its employees and representatives shall give written notice of their obligations under this clause as required by law.

- B. Where applicable, Contractor shall include these nondiscrimination and compliance provisions in any of its agreements that affect or are related to the services performed herein.
- C. Contractor's signature shall provide any certifications necessary under the federal laws, the laws of the State of California, including but not limited to Government Code Section 12990 and Title 2, California Code of Regulations, Section 8103.

ARTICLE XXXV

California Residency (Form 590): All independent contractors providing services to County must file a State of California Form 590, certifying their California residency or, in the case of a limited liability company or corporation, certifying that they have a permanent place of business in California. Contractor will be required to submit a Form 590 prior to execution of this Agreement, or County shall withhold seven (7) percent of each payment made to Contractor during the term of this Agreement. This requirement applies to any agreement/contract exceeding \$1,500.

ARTICLE XXXVI

County Payee Data Record Form: All independent contractors or corporations providing services to County who do not have a Department of the Treasury Internal Revenue Service Form W-9 (Form W-9) on file with County must file a County Payee Data Record Form with County.

ARTICLE XXXVII

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

Your attention is directed to California Public Contract Code Section 9204, which describes procedures for the resolution of claims on public works projects. Among other things, Section 9204 requires the claimant to furnish reasonable documentation to support a claim, requires the public entity to respond to the claim within forty-five (45) days of receipt of the claim, and allows for the claimant to demand an informal meet and confer conference for settlement of the issues in dispute. For any portion of a claim that remains in dispute, Section 9204 requires submission of the claim to nonbinding mediation. Additionally, Section 9204 requires the public entity to make any payment due on an undisputed portion of the claim within sixty (60) days of the public entity's written response and to pay interest at the rate of seven percent (7%) per annum on any amounts not paid in a timely manner. The claims procedures described herein and in any other contract documents are in addition to the procedures required by Section

9204 and, in the event of a conflict between those various procedures, the more stringent procedures will control.

ARTICLE XXXVIII

California Forum and Law: Any dispute resolution action arising out of this Agreement, including, but not limited to, litigation, mediation, or arbitration, shall be brought in El Dorado County, California, and shall be resolved in accordance with the laws of the State of California.

ARTICLE XXXIX

Contract Administrator: The County Officer or employee with responsibility for administering this Agreement is Greg Stanton, REHS, Director, Environmental Management Department, or successor.

ARTICLE XL

Authorized Signatures: The parties to this Agreement represent that the undersigned individuals executing this Agreement 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.

ARTICLE XLI

Partial Invalidity: If any provision, sentence, or word of the Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions, sentences, or words will continue in full force and effect without being impaired or invalidated in any way.

ARTICLE XLII

No Third Party Beneficiaries: Nothing in this Agreement is intended, nor will be deemed, to confer rights or remedies upon any person or legal entity not a party to this Agreement.

ARTICLE XLIII

Counterparts: This Agreement may be executed in one or more counterparts, each of which shall be an original and all of which together shall constitute one and the same instrument.

ARTICLE XLIV

Entire Agreement: This document and the documents referred to herein or exhibits hereto are the entire Agreement between the parties, and they incorporate or supersede all prior written or oral agreements or understandings.

Requesting Contract Administrator Concurrence:

By: Greg Stanton Dated: 7/29/19
Greg Stanton, REHS
Director
Environmental Management Department

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the dates indicated below.

--COUNTY OF EL DORADO--

By: Michele Weimer
Michele Weimer
Purchasing Agent
Chief Administrative Office
"County"

Dated: 7/31/19

--JOE VICINI, INC.--

By: Gordon J. Vicini
Gordon J. Vicini
President
"Contractor"

Dated: 7-25-19

By: Tammy Vicini Esteve
Tammy Vicini Esteve
Corporate Secretary

Dated: 7.25.19



Joe Vicini, Inc.

Exhibit A

Scope of Services

Contractor agrees to furnish all personnel, subcontractors, tools, equipment, materials, transportation, 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 or any other County owned landfill, as directed by County, including, but not limited to, mixing and burying sludge, placement of temporary and permanent soil/synthetic/clay cover material, erosion control, paving and road maintenance, sediment removal, brush removal, hydro seeding, pumping, trenching, grading, drainage, slope maintenance, pipe laying, pipe and valve maintenance/replacement, spray irrigation, slit fencing placement/maintenance, odor bed maintenance, sedimentation pond maintenance, tree removal, perimeter fencing placement and/or maintenance, or similar maintenance work necessary to maintain day-to-day operations of the Union Mine Disposal Site. These services shall be performed in accordance with all terms and conditions of this Agreement.

For any of the services described above that are determined to be emergency or unanticipated/unplanned in nature by County's Contract Administrator, or designee, an on-site response time, including all necessary personnel and equipment, of forty-eight (48) hours is the maximum allowable timeframe to County's request to remedy any of the aforementioned tasks. If mitigating circumstances exist, this response timeframe may be extended in writing by County's Contract Administrator, or designee.

Unless authorized in advance in the individual work orders, no overtime shall be authorized for services without prior verbal approval with follow-up in writing via email, or facsimile from County's Contract Administrator, or designee.

Joe Vicini, Inc.

Exhibit B

Rate Schedule

Item	Rate
LABOR	
Offsite Supervisor, Job Set Up	\$75.00 / Hour
EQUIPMENT*	
Transfer Truck	\$120.00 / Hour
Water Truck	\$126.00 / Hour
Lowbed Truck	\$125.00 / Hour
10 Wheeler Truck	\$110.00 / Hour
1 Ton Truck	\$84.00 / Hour

*All equipment rates specified in this Exhibit or referenced in the individual Work Orders issued pursuant to this Agreement shall be billed without markup.

For any rented equipment not specified in this Exhibit, the equipment rental rates shall be billed in accordance with ARTICLE III, Compensation for Services, Section B.