



**COUNTY OF EL DORADO  
DEPARTMENT OF TRANSPORTATION**

**AGREEMENT FOR ROAD ZONE MAINTENANCE SERVICES  
COUNTY SERVICE AREA NO. 2, ZONE OF BENEFIT NO. 98201**

**THIS AGREEMENT** 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 2, Zone of Benefit Number 98201, ( 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**

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

1. **Contract Documents**

The complete Agreement (hereinafter "Contract") between the parties consists of and is set forth in the Contract Documents. The Contract Documents consist of: (a) this Agreement including any Exhibits hereto, and any amendments thereto in accordance with the provisions herein; (b) the Road Zone Specification Guidelines; (c) applicable Caltrans Standards; (d) an executed Subcontractors Listing Form, if applicable; (e) executed Certificate of Insurance forms; (f) an executed California Form 590; (g) an executed Department of the Treasury Internal Revenue Service Form W-9; and (h) all executed Change Orders. All obligations of the parties are contained in the Contract Documents, and by acceptance of this Agreement 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**

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, pot hole repairs, double application asphaltic emulsion and aggregate screenings (chip seal) with and without paving fabric, and culvert installation with ditching in the Arrowbee Estates Road Zone of Benefit as described herein. The project areas are approximately 10,662 square feet of roadway on Casual Court; approximately 1,202 square feet of roadway on Arrowbee Drive; approximately 49,043 square feet of roadway on Shoreline Drive; approximately 2,810 square feet of roadway on Big Curve Court; and approximately 52 square feet of roadway and 50 linear feet of ditching on Trails End Drive, as marked by the zone of benefit representative, for a total of 1,209 square feet of blanket patching; 5,808 square feet of pot hole repairs; 10,300 square feet of double chip seal; 46,400 square feet of double chip seal with fabric; and one culvert installation with 50 linear feet of ditching. The Work is to include at a minimum:

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- A. Cleaning the road surface using self-propelled power broom to remove debris and loose materials;
  - B. Blanket-patching various locations on Casual Court, Shoreline Drive and Big Curve Court as marked in the field by the road zone representative including applying a tack coat of SS1H emulsion, or equal, and placing hot mix asphalt concrete patch using 3/8" aggregate and PG 64-16, or equal, asphalt binder compacted to a depth of 1 inch (1") to four inches (4") depending on conditions in the field to tie smoothly into the existing road surface. Where four inches (4") thickness is required, material shall be applied in two lifts, as required by the Standard Specifications;
  - C. Performing pot hole repairs at various locations on Casual Court, Arrowbee Drive, Shoreline Drive and Big Curve Court as marked in the field by the road zone representatives including neat cutting the road surface into a square pattern approximately six inches (6") outside the boundary of each potholed area, and excavating the material to a depth of approximately three inches (3") depending on conditions in the field; re-compacting the sub-base; applying a tack coat of SS1H emulsion, or equal, and placing hot mix asphalt using 1/2" aggregate and PG 64-16, or equal, asphalt binder compacted to a depth of three inches (3") depending on conditions in the field to tie smoothly into the existing road surface;
  - D. Applying a double chip seal over an existing chip seal roadway surface on a portion of Casual Court as marked in the field by the road zone representative. The first application of asphaltic emulsion shall be latex modified CRS-2H, or equal, and shall be spread at the rate of .25 to .30 gallons per square yard with adjustments to the spread rates allowable in the field based on conditions. The second application of asphaltic emulsion shall be latex modified CRS-2H, or equal, with an application rate of .25 to .30 gallons per square yard with adjustments to the spread rates allowable based on conditions. The temperature of the emulsion shall be between 130 degrees and 180 degrees Fahrenheit. Atmospheric temperatures at the time of application shall be a minimum of 65 degrees Fahrenheit and not greater than 110 degrees Fahrenheit. The first application of aggregate screenings (chips) shall be 3/8" x No. 6 and shall be spread at a rate of 27 pounds per square yard. The second application of chips shall be 5/16" x No. 8 and shall be spread at a rate of 24 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 and shall be compacted into place with a pneumatic roller. Roadway shall be swept within 15 calendar days of the chip seal application;
  - E. Applying paving fabric over an existing chip seal roadway surface on portions of Arrowbee Drive, Big Curve Court, and Shoreline Drive as marked in the field by the road zone representative prior to application of chip seal including machine placing paving fabric in a paving asphalt binder of PG 64-16, or equal, applied at the rate of .30 to .35 gallons per square yard with adjustments to the spread rate allowable in the field based on conditions; and rolling the fabric in place using pneumatic rollers. Excess fabric mat not attached to the oil shall be trimmed off.

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Wrinkles in the fabric shall not be permitted. Longitudinal joints shall be lapped two inches (2") to four inches (4"); transverse joints shall be butt joints. Fabric mat shall be placed within six inches (6") of road edges unless otherwise directed by the zone of benefit representative. Applying double chip seal over the paving fabric. The first and second applications of asphaltic emulsion shall be latex modified CRS-2H, or equal, and shall be spread at a rate of .35 to .40 gallons per square yard with adjustments to the spread rate allowable in the field based on conditions. The temperature of the emulsion shall be between 285 degrees and 325 degrees Fahrenheit. Atmospheric temperatures at the time of application shall be a minimum of 65 degrees Fahrenheit and not greater than 110 degrees Fahrenheit. The first application of chips shall be 3/8" x No. 6 and shall be spread at a rate of 27 pounds per square yard. The second application of chips shall be 5/16" x No. 8 and shall be spread at a rate of 24 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 and shall be compacted into place with a pneumatic roller. Roadway shall be swept within 15 calendar days of the chip seal application;

- F. Installing culvert at 1070 Trails End Road including neat cutting a four foot (4') wide section of existing asphalt across the roadway; excavating a trench across the roadway within the neat cut area to a depth of eighteen inches (18") to allow for the installation of a corrugated steel culvert pipe twenty four feet (24') long and twelve inches (12") in diameter across the road from inlet to outlet. The pipe shall extend two feet (2') beyond the west edge of the road to the inlet area, and five feet (5') beyond the east edge of the road to the outlet area; backfilling the trench with 3/4 inch Class II aggregate compacted to ninety-five percent (95%) relative compaction within four inches (4") of the finished surface; applying tack coat of SS1H emulsion, or equal, to horizontal edges of the neat cut area; placing in two lifts hot mix asphalt concrete using 1/2 inch aggregate and PG64-16, or equal, rolled and compacted to a four inch (4") depth over the culvert installation area. The newly placed asphalt shall tie in smoothly with the existing road surface;
- G. Excavating a drainage inlet basin to the west side of Trails End Drive, five feet (5') wide by three feet (3') long basin with two foot (2') sides of maximum 1:1 slope at a sufficient depth to allow placement of four inch (4") by six inch (6") rock on the bottom and sides of basin at a minimum depth of one foot (1'). Excavating a drainage outlet basin to the east side of Trails End Drive five feet (5') long and four feet (4') wide at pipe end, narrowing to eighteen inches (18") at the east end, at sufficient depth to allow placement of four inch (4") by six inch (6") rock on the bottom and sides of the basin at a minimum depth of one foot (1');
- H. Re-grading the roadside ditch along the west side of Trails End Drive beginning at the newly constructed drainage inlet and continuing in a southwesterly direction along the road side for a distance of fifty feet (50') to provide proper drainage;

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At least forty-eight (48) hours before beginning any work involving trenching or digging, Contractor shall notify Underground Service Alert (USA) at 811 or at 1-800-642-2444 with specifics of the intended work on the job site. Contractor shall follow and comply with all USA policies and procedures. Contractor shall obtain a USA ticket number and wait for USA to mark the location of the underground utilities in conflict with the project or for USA to advise Contractor of the absence of underground utilities in the project area;

All materials and application methods shall be in conformance with the May 2006 Caltrans Standard Specifications including any amendments thereto. Spoils shall be properly disposed of off site at no additional cost to the County. Testing for compaction compliance shall be at the discretion of the County upon recommendation of the zone of benefit representative. The Work includes mobilization and all necessary traffic control;

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 the Contract Administrator or Project Manager, which includes the terms Engineer and Architect. The Work shall be performed in accordance with all of the terms and conditions of the Contract Documents.

3. **Location of Work**

Said work is to be performed on the designated areas of Arrowbee Drive, Casual Court, Shoreline Drive, Big Curve Court, and Trail's End Drive in the Arrowbee Estates Road Zone of Benefit, County Service Area Number 2, Road Zone of Benefit Number 98201, in the Lotus-Luneman area of El Dorado County, California.

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 EIGHTY ONE THOUSAND EIGHT HUNDRED TWENTY NINE DOLLARS AND NINETY SEVEN CENTS (\$81,829.97)** which sum constitutes the Contract Price for the complete Project (the "Contract Price"). Contractor shall submit an invoice for payment, noting this Agreement 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  
Department of Transportation  
2850 Fairlane Court  
Placerville, California 95667  
Attn: Administration Division – Accounts Payable

5. **Time of Completion**

Time is of the essence. The Work under the Contract shall be completed within **THIRTY (30) 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 **FIVE HUNDRED DOLLARS (\$500)** 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

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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.

6. **Payment**

Payment shall be made to Contractor as follows:

**ONE LUMP SUM UPON COMPLETION AND ACCEPTANCE OF PROJECT.**

Retention of 5% of the total Contract Price will be held at the option of County. Payment by County as herein provided shall not be construed as an absolute acceptance of defects in the Work or improper materials.

7. **Performance Bond**

As a part of the execution of this Contract, Contractor shall furnish a bond of a surety company authorized to do business in the State of California, conditioned upon the faithful performance of all covenants and stipulations under this Contract. The amount of this bond shall be one hundred percent (100%) of the total Contract Price and shall be executed upon the form provided by County.

8. **Payment Bond**

As a part of the execution of this Contract, the Contractor shall furnish 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 Price and shall be executed upon the form provided by County.

9. **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 of decreased or increased work, or of the cancellation of the Contract, or of any other act or acts by 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.

10. **Payment of Prevailing Wages**

Contractor shall pay and require payment of wages according to a scale of prevailing wage rates determined by California law, which scale is on file at County's Department of Transportation, Facilities Engineering Division, and 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 employed under this Contract shall also conform to and be bound by the provisions of Labor Code Sections 1810 through 1815.

11. **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 the public works contract. Responsibility for compliance with this section lies with Contractor.

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

12. **Certified Payroll**

As required under the provisions of Labor Code Section 1776, the Contractor and any subcontractors 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 the Contractor or subcontractors in connection with this Project.
2. A certified copy of all payroll records enumerated above shall be available for inspection at all reasonable hours at the principal office of the 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 the 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 the 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 the 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 the Contractor.

13. **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 Contract, including but not limited to, the costs of administering the various aspects of the Contract. 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 contract 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 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 Contract for audit, examination, excerpts, and transactions and copies thereof shall be furnished upon request.

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

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

15. **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, California Electrical Code, California Building Code, California Plumbing Code, and any and all other applicable laws and regulations. Nothing in the Contract Documents, including but not limited to the plans and specifications, is to be construed to permit work not conforming to these codes, laws and regulations.

16. **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, religion, color, national origin, ancestry, physical handicap, medical condition, marital status, age, or sex; 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.

17. **Reporting Accidents**


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 Five Hundred Dollars (\$500.00) occurs.

18. **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 Contract.

Signed:  Date 7-11-11

19. **Deviation from Plans and Specifications**

No deviation shall be made from the plans and/or the specifications, if any, without the prior written approval of County.

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20. **Unity of Plans and Specifications**

The plans and specifications, if any, are one document, and any work shown or mentioned, in one and not in the other, or vice versa, shall be furnished or performed as though mentioned or shown in both.

21. **Relocation of Utilities**

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

Nothing herein shall be deemed to require County to indicate the presence of existing service laterals or appurtenances whenever the presence of such utilities on the site of the maintenance 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 work.

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

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

A. Contractor shall promptly, and before the following conditions are disturbed, notify County in writing, in the event Contractor encounters, after excavating to a depth of greater than four (4) feet, any of the following:

1. Material that Contractor believes may be hazardous waste, as defined in section 25117 of the Health and Safety Code, which is required to be removed to a Class I, Class II, or Class III disposal site in accordance with provisions of existing law; or
2. Subsurface or latent physical conditions at the site differing materially from those indicated in the Contract Documents; or
3. Unknown physical conditions at the site of any unusual nature, differing materially from those ordinarily encountered and generally recognized as inherent in the Work provided for in the Contract.

B. 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 Contractor's cost of, or time required for performance of any part of the Work, an adjustment, excluding loss of anticipated profits, will be made and the Contract will be modified by a Change Order. County will notify Contractor of County's determination as to whether or not an adjustment of the Contract is warranted.

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

23. **Subcontracting**

The provisions of Sections 4100-4114, inclusive, of the Public Contract Code regarding sub-contracting shall apply to



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this Contract, and Contractor represents that it will comply with all provisions therein. For the purposes of this Contract, no subcontractors are authorized to perform any portion of the Work.

24. **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 or Project Manager 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 by the Director of Transportation, or where required, by the Board of Supervisors.

25. **Termination by County for Convenience**

County reserves the right to terminate the Contract at any time upon determination by County's representative that termination of the Contract is in the best interest of County. County shall issue Contractor a written notice specifying that the Contract is to be terminated.

Upon receipt of said written notice, Contractor shall stop all work under the Contract except: (1) work specifically directed to be completed prior to termination, (2) work the Inspector deems necessary to secure the Project for termination, (3) removal of equipment and plant from the site of the Work, (4) action that is necessary to protect materials from damage, (5) disposal of materials not yet used in the Work as directed by County, and (6) clean up of the site.

If the Contract is terminated for County's convenience as provided herein, all finished or unfinished work and materials previously paid for shall, at the option of County, become its property. Contractor shall be paid an amount which reflects costs incurred for work provided to the date of notification of termination. In addition, Contractor shall be paid the reasonable cost, as solely judged by County, and without profit, for all work performed to secure the Project for termination.

26. **Termination by County for Cause**

If Contractor is adjudged as bankrupt or insolvent, or makes a general assignment for the benefit of its creditors or if a trustee or receiver is appointed for Contractor or for any of its property, or if Contractor files a petition to take advantage of any debtor's act, or to reorganize under the bankruptcy or applicable laws, or on more than one occasion fails to supply sufficient skilled workmen or suitable material or equipment, or on more than one occasion fails to make prompt payments to subcontractors for labor, materials, or equipment, or disregards the authority of County's representative, or the Engineer, if one is appointed, or otherwise violates any provision of the Contract Documents, then County may, without prejudice to any other right or remedy and after giving Contractor and its Surety a minimum of ten (10) days from delivery of a written termination notice, terminate the services of Contractor and take equipment and machinery thereon owned by Contractor and finish the Work by whatever method County may deem expedient. In such case, Contractor shall not be entitled to receive any further payment until the Work is finished.

Without prejudice to other rights or remedies County may have, if Contractor fails to begin delivery of materials and equipment, to commence Work within the time specified, to maintain the rate of delivery of material, to execute the Work in the manner and at such locations as specified, or fails to maintain a work program which will ensure County's interest, or, if Contractor is not carrying out the intent of the Contract, an Inspector's written notice may be served upon Contractor and the Surety on its faithful performance bond demanding satisfactory compliance with the Contract. If

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Contractor or its Surety does not comply with such notice within five (5) days after receiving it, or after starting to comply, fails to continue, County may exclude it from the premises and take possession of all material and equipment, and complete the Work by County's own forces, by letting the unfinished Work to another Contractor, or by a combination of such methods.

Where Contractor's services have been so terminated by County, said termination shall not affect any right of County against Contractor then existing or which may thereafter accrue. Any retention or payment of monies by County due Contractor will not release Contractor from compliance with the Contract Documents.

If the unpaid balance of the Contract Price exceeds the direct and indirect costs of completing the Work, including compensation for additional professional services, such excess shall be paid to Contractor. If the sums under the Contract are insufficient for completion, Contractor or Surety shall pay to County within five (5) days after the completion, all costs in excess of the Contract Price. In any event, the cost of completing the Work shall be charged against Contractor and its Surety and may be deducted from any money due or becoming due from County. If the Surety assumes any part of the Work, it shall take Contractor's place in all respects for that part and shall be paid by County for all Work performed by it in accordance with the Contract. If the Surety assumes the entire Contract, all money due Contractor at the time of its default shall be payable to the Surety as the work progresses, subject to the terms of this Contract.

The provisions of this Article shall be in addition to all other rights and remedies available to County under law.

If after notice of termination, it is determined for any reason that Contractor was not in default, the rights and obligations of the parties shall be the same as if the notice of termination had not been issued. The Contract shall be equitably adjusted to compensate for such termination.

27. **Successors and Assigns**

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

28. **Assignment of Contract**

Neither the Contract, this Agreement, nor any part thereof, or any monies due or to become due hereunder, may be assigned by Contractor without the written approval of County, nor without the consent of the Surety unless the Surety has waived its right to notice of assignment in writing. County may assign this Contract to a lender, or any third party that assumes the obligations of County hereunder.

29. **Amendments**

This Agreement 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.

30. **Separate Contracts**

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

31. **Indemnity**

To the fullest extent allowed by law, Contractor shall defend, indemnify, and hold County and its officers, directors,

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and employees harmless against and from any and all claims, suits, losses, damages, and liability for damages, including attorney's fees and other costs of defense brought for or on account of injuries to or death of any person, including but not limited to, workers and the public, or on account of injuries to or death of County employees, or damage to property, or any economic, consequential or special damages which are claimed or which shall in any way arise out of or be 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, subcontractors or employees of any of these, except for the active, or sole negligence of County, its officers and employees, or where expressly prescribed by statute.

The duty to indemnify and hold harmless County specifically includes the duties to defend set forth in Section 2778 of the Civil Code. The insurance obligations of Contractor are separate, independent obligations under the Contract Documents, and the provisions of this defense and indemnity are not intended to modify nor should they be construed as modifying or in any way limiting the insurance obligations set forth in the Contract Documents.

32. **Insurance**

GENERAL INSURANCE REQUIREMENTS: 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:

1. Full Workers' Compensation and Employers' Liability Insurance covering all employees of Contractor as required by law in the State of California.
2. 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, including but not limited to endorsements for the following coverage: premises, personal injury, operations, products and completed operations, blanket contractual, and independent contractors' liability.
3. Automobile Liability Insurance of not less than One Million Dollars (\$1,000,000) is required in the event motor vehicles are used by Contractor in performance of the Contract.
4. In the event Contractor is a licensed professional and is performing professional services under this Contract, Professional Liability Insurance is required with a limit of liability of not less than One Million Dollars (\$1,000,000).
5. Explosion, Collapse and Underground coverage is required when the scope of work includes XCU exposures.

PROOF OF INSURANCE REQUIREMENTS:

1. Contractor shall furnish proof of coverage satisfactory to County's Risk Management Division as evidence that the insurance required herein is being maintained. 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.
2. The County of El Dorado, its officers, officials, employees, and volunteers shall be included as additional insured, but only insofar as the operations under this Agreement are concerned. This provision shall apply to all general and excess liability insurance policies. Proof that County is named additional insured shall be made by providing the Risk Management Division with a certified copy, or other acceptable evidence, of an endorsement to Contractor's insurance policy naming County as additional insured.

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3. 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 (3) years following completion of performance of this Contract.
  4. 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 as respects the 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.
  5. Contractor shall require each of its subcontractors to procure and maintain Commercial General Liability Insurance, Automobile Liability Insurance and Workers' Compensation Insurance of the types and in the amounts specified above, or shall insure the activities of its subcontractors in its own policy in like amounts. Contractor shall also require each of its subcontractors to name Contractor and the County of El Dorado as additional insureds on each subcontractor's general and excess liability insurance policies. Contractor shall furnish proof of coverage satisfactory to County as evidence that the subcontractor insurance required herein is being maintained.

#### INSURANCE NOTIFICATION REQUIREMENTS:

1. Contractor agrees that no cancellation or material change in any policy shall become effective except upon thirty (30) days prior written notice to County at the office of the Department of Transportation, 2850 Fairlane Court, Placerville, California 95667.
2. 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 Contract, 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 Contract upon the occurrence of such event. New certificates of insurance are subject to the approval of County's Risk Management Division.

**ADDITIONAL STANDARDS:** Certificates shall meet such additional standards as may be determined by County's Department of Transportation either independently or in consultation with County's Risk Management Division, as essential for protection of County.

**COMMENCEMENT OF PERFORMANCE:** Contractor shall not commence performance of this Agreement unless and until compliance with each and every requirement of the insurance provisions is achieved.

**MATERIAL BREACH:** Failure of Contractor to maintain the insurance required herein, or to comply with any of the requirements of the insurance provisions, shall constitute a material breach of the entire Agreement.

**REPORTING PROVISIONS:** Any failure to comply with the reporting provisions of the policies shall not affect the coverage provided to County, its officers, officials, employees or volunteers.

**PRIMARY COVERAGE:** Contractor's insurance coverage shall be primary insurance as respects 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.

**PREMIUM PAYMENTS:** The insurance companies shall have no recourse against County, its officers, agents, employees or any of them for payment of any premiums or assessments under any policy issued by any insurance company.

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CONTRACTOR'S OBLIGATIONS: Contractor's indemnity and other obligations shall not be limited by the insurance required herein and shall survive the expiration of this Agreement.

33. **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 is in good standing and that it possesses a Class A – General Engineering Contractor License as required by the categories and type of the Work. Copies of Contractor's State Contractors' State Contractors' license must be provided with this Agreement.

34. **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.

35. **Cleaning Up**

Contractor shall not allow the site of the Work to become littered with trash, rubbish or waste material, but shall maintain the site of Work in a neat and orderly condition throughout the performance of the Work. At the end of each workday, Contractor shall clean up all debris and waste materials generated by the Work and shall properly dispose of all trash, rubbish and waste materials off site at no additional cost to County.

36. **Access to the Work**

County, and any state or local authorities having jurisdiction over the Project, shall at all times have access to the Work. Zone Roads cannot be closed without prior approval of County's Board of Supervisors.

37. **Acceptance of Work**

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

38. **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 Contract shall be governed by the provisions of those sections.

39. **Environmental and Toxic Warranty**

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

40. **Guarantee**

**Final Guarantee:** Contractor shall guarantee all materials and equipment furnished and work performed for a period

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of one (1) year. Contractor warrants and guarantees for a period of one (1) year from the date of Acceptance of the Work 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. 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.

**Extended Guarantees:** If a guaranty exceeding one (1) year is provided by the supplier or manufacturer of any equipment or materials used in this Project, then the guarantee for such equipment or materials shall be extended for such term. Contractor expressly agrees to act as co-guarantor of such equipment and materials, and Contractor shall supply County with all warranty and guaranty documents relative to equipment and materials incorporated in the job and guaranteed by its suppliers or manufacturers.

**Warranty:** Contractor warrants to County that materials and equipment furnished under the Contract will be of good quality and new, unless otherwise required or permitted by the Contract, that the Work will be free from defects or flaws and is of the highest quality of workmanship and that the Work will conform with the requirements of the Contract. Work not conforming to these requirements, including substitutions not properly approved and authorized, shall be considered defective.

If within one (1) year from the date of the Acceptance of the Work or such longer period of time as may be prescribed by law or regulations or by the terms of any applicable special guarantee required by the contract documents, any work is found to be defective, Contractor shall promptly, without cost to County and in accordance with County's written instruction, correct such defective work. If work is rejected by County, defective material or work will be removed from site and replaced with non-defective materials or work. If Contractor is unable to promptly and properly correct any defective work, County may at its option have the work corrected by such other means as County deems appropriate and hold Contractor liable for all direct, indirect and consequential costs caused by such defective work. Said warranty shall apply to all work found to be "defective" which is attributable to the quality or quantity of the materials used, the quality of the workmanship or for performance of the Contract.

41. **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 shall be delivered to it as follows:

To County:

County of El Dorado  
Department of Transportation  
2441 Headington Road  
Placerville, California 95667

Attn.: Tom Celio  
Deputy Director,  
Maintenance and Operations Division

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

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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.

42. **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 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 an 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 \$1,500.00.

43. **Taxpayer Identification Number (Form W-9):**

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

44. **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.

45. **Contract Administrator**

The County Officer or employee with responsibility for administering this Agreement is Tom Celio, Deputy Director, Maintenance and Operations Division, Department of Transportation, or successor.

46. **Authorized Signatures**

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

47. **Partial Invalidity**

If any provision of this Agreement 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.

48. **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.

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**Contract Administrator Concurrence:**

By: Tom Celio  
Tom Celio  
Deputy Director,  
Maintenance and Operations Division  
Department of Transportation

Dated: 8/2/11

**Requesting Department Concurrence:**

By: Robert S. Slater  
Robert S. Slater, P.E.  
Assistant Director,  
Department of Transportation

Dated: 8/8/11



IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the dates indicated below, the latest of which shall be deemed to be the effective date of this Agreement.

**-- COUNTY OF EL DORADO --**


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


Board of Supervisors  
"County"

Attest:  
Suzanne Allen de Sanchez  
Clerk of the Board of Supervisors

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

**-- DOUG VEERKAMP GENERAL ENGINEERING, INC. --**

By:  Dated: 7-11-11  
Douglas B. Veerkamp  
President  
"Contractor"

By:  Dated: 7/11/11  
Lori Veerkamp  
Corporate Secretary





State Of California  
CONTRACTORS STATE LICENSE BOARD  
ACTIVE LICENSE



License Number  
**440233**

Business Name  
DOUG VEERKAMP GENERAL  
ENGINEERING INC

Entity  
CORP

Registration  
A HAZ C29 C21

Expiration Date  
07/31/2012

