

ORIGINAL

Alpine Smith, Inc.

AGREEMENT FOR SERVICES # AGMT 11-53342

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 Alpine Smith, Inc., a corporation duly qualified to conduct business in the State of California, whose principal place of business is 2193 Eloise Avenue, South Lake Tahoe, California 96150 (hereinafter referred to as "Contractor");

RECITALS

WHEREAS, County has determined that it is necessary to obtain a Contractor to provide snow removal and snow staking services for various County facility parking lots, driveways, sidewalks and walkways in the Tahoe Basin;

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;

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 31000;

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

ARTICLE I

Scope of Services: Contractor agrees to furnish personnel, equipment, materials, supplies and services necessary to assist the Department of Transportation by providing snow removal and snow staking services for various County facility parking lots, driveways, sidewalks and walkways to ensure access to County facilities. Services shall be in accordance with those requirements as identified in Exhibit A, marked "General Requirements for Snow Removal and Snow Staking," incorporated herein and made by reference a part hereof.

Service locations shall include those facilities as identified in Exhibit B, marked "Service Locations and Specifications," incorporated herein and made by reference a part hereof.

Snow Removal Services and Snow Staking Services:

Upon full execution of this Agreement, the Contract Administrator will issue a single written Notice to Proceed for all of the snow removal services and snow staking services to be provided under this Agreement. Contractor shall not commence work on any of the

snow removal services or snow staking services until receiving the Notice to Proceed. No payment will be made for any work performed prior to the date specified in the Notice to Proceed. The schedule for snow removal services shall be in accordance with the specifications of Exhibit B, herein. Snow Staking Services shall be in accordance with the requirements of Exhibit A, herein.

ARTICLE II

Term: This Agreement shall become effective on November 5, 2011 and shall expire on February 28, 2012.

ARTICLE III

Compensation for Services: Upon satisfactory performance for services provided herein County agrees to pay Contractor monthly in arrears. Payment shall be made within thirty (30) days following County receipt and approval of itemized invoices detailing the services rendered.

For the purposes hereof, the billing rates for snow removal services and snow staking services shall be paid \$12,417 monthly in arrears.

Services provided for partial months shall be prorated on a daily basis. It will be the responsibility of the Contractor to invoice for same.

The total amount of this Agreement shall not exceed \$49,668, inclusive of all costs and expenses.

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

or to such other location as County directs.

ARTICLE IV

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.

ARTICLE V

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 VI

Compliance with all Applicable Laws: Contractor shall conform to and abide by all 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 VII


Reporting Accidents: Contractor shall prepare and submit to County (within 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 VIII

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:  Dated: 11-18-11

ARTICLE IX

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 X

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 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 XI

Confidentiality: Contractor 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, shall not use or disclose, directly or indirectly at any time, any said confidential information, other than to County's Department of Transportation 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 XII

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 XIII

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 XIV

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 may be deemed to be canceled in its entirety subject to payment for services performed prior to cancellation.

ARTICLE XV

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 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 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 contract. 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 for default, County reserves the right to take over and complete the work by contract or by any other means.

ARTICLE XVI

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
Department of Transportation
2441 Headington Road
Placerville, California 95667

With a Copy To:
County of El Dorado
Department of Transportation
2850 Fairlane Court
Placerville, California 95667

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

Attn.: Janel Gifford, P.E.
Office Engineer/Contract Services Unit

or to such other location as County directs.

Notices to Contractor shall be addressed as follows:

Alpine Smith, Inc.
2193 Eloise Avenue
South Lake Tahoe, California 96150

Attn.: Darin R. Smith, President

or to such other location as Contractor directs.

ARTICLE XVII

Indemnity: Contractor shall defend, indemnify, and hold County, 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 XVIII

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.
- 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 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, 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 30-day prior written notice to County; and
 2. The County of El Dorado, its officers, officials, employees and volunteers

are included as additional insured, but only insofar as the operations under this Agreement are concerned. This provision shall apply to all general and excess liability insurance policies.

- I. 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.
- 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 as respects 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 XXIX

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 XX

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 XXI

Guarantees: 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 XXII

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 XXIII

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 XXIV

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 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 XXV

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 XXVI

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.

ARTICLE XXVII

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 XXVIII

Year 2000 Compliance: Contractor agrees that all hardware and software developed, distributed, installed, programmed, or employed as a result of this order will comply with ISO 9000 date format to correctly manipulate and present date-sensitive data.

Upon delivery of product and thereafter, the date and date logic component shall effectively and efficiently operate using a four-digit year.

Upon written notification by County of any hardware or software failure to comply with ISO 9000 date format, Contractor will replace or correct the failing component with compliant hardware or software immediately, at no cost to County.

ARTICLE XXIX

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.

ARTICLE XXX

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 XXXI

Partial Invalidity: If any provision of the 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.

ARTICLE XXXII

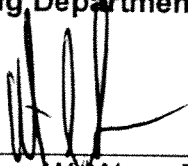
Entire Agreement: This document and the documents referred to herein or exhibits hereto are the entire Agreement between the parties, and they incorporate or supersede all prior written or oral agreements or understandings.

Contract Administrator Concurrence:

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

Dated: 11/18/11

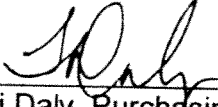
Requesting Department Concurrence:

By:  for
James W. Ware, P.E.
Director of Transportation

Dated: 11/18/11

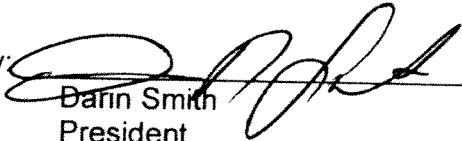
IN WITNESS WHEREOF, the parties have executed this Agreement on the dates indicated below.

-- COUNTY OF EL DORADO --


By: 
Terri Daly, Purchasing Agent
Chief Administrative Office
"County"

Dated: 11/18/11

-- ALPINE SMITH, INC. --

By: 
Darin Smith
President
"Contractor"

Dated: 11-18-11

By: 
Lisette M. Smith
Corporate Secretary

Dated: 11-19-11

Alpine Smith, Inc.

Exhibit A

General Requirements for Snow Removal and Snow Staking

General

Contractor shall repair or replace, at Contractor's sole cost and expense and to the satisfaction of the Contract Administrator, any damage to the pavement, curbs, berms or guardrails caused by snow removal operations.

All snow removal equipment used by Contractor shall be equipped with appropriate warning lights, placards or signs identifying it as equipment that makes frequent stops and backing movements.

Contractor shall not alter, modify, remove or relocate any existing sign, marker, delineator or striping without the prior approval of the Contract Administrator.

Snow Removal

Parking lots, handicap parking spaces, driveways, walkways and sidewalks shall be cleared according to the specifications as identified in Exhibit B herein.

Vehicles shall not be boxed in or trapped by snow.

Clean up including, but not limited to, managing snow storage, widening of driveways, walkways and other points necessary to maintain access shall be performed after initial plowing.

Excess snow shall be stored at the locations designated in Exhibit B herein. Hauling excess snow away from snow storage locations will be the responsibility of County.

Plowing must allow for the proper functioning of drainage facilities. Culverts and off-drains shall be kept open to allow for adequate drainage.

Contractor shall not place or store snow on walkways and sidewalks that Contractor is not responsible for clearing.

Snow Staking

Snow stakes shall be installed and maintained for the purpose of delineating and identifying the parking lots, driveways, sidewalks and walkways. Contractor shall coordinate with the Contract Administrator to determine the locations, number, and type of snow stakes to be installed and maintained. Snow stake maintenance shall include, but not limited to, straightening and re-installing to preserve the purpose of the stakes. County will provide snow stakes. Contractor is responsible for retrieving snow stakes from El Dorado County Department of Transportation, 1121 Shakori Drive, Meyers, California.

Alpine Smith, Inc.

Exhibit B

Service Locations and Specifications

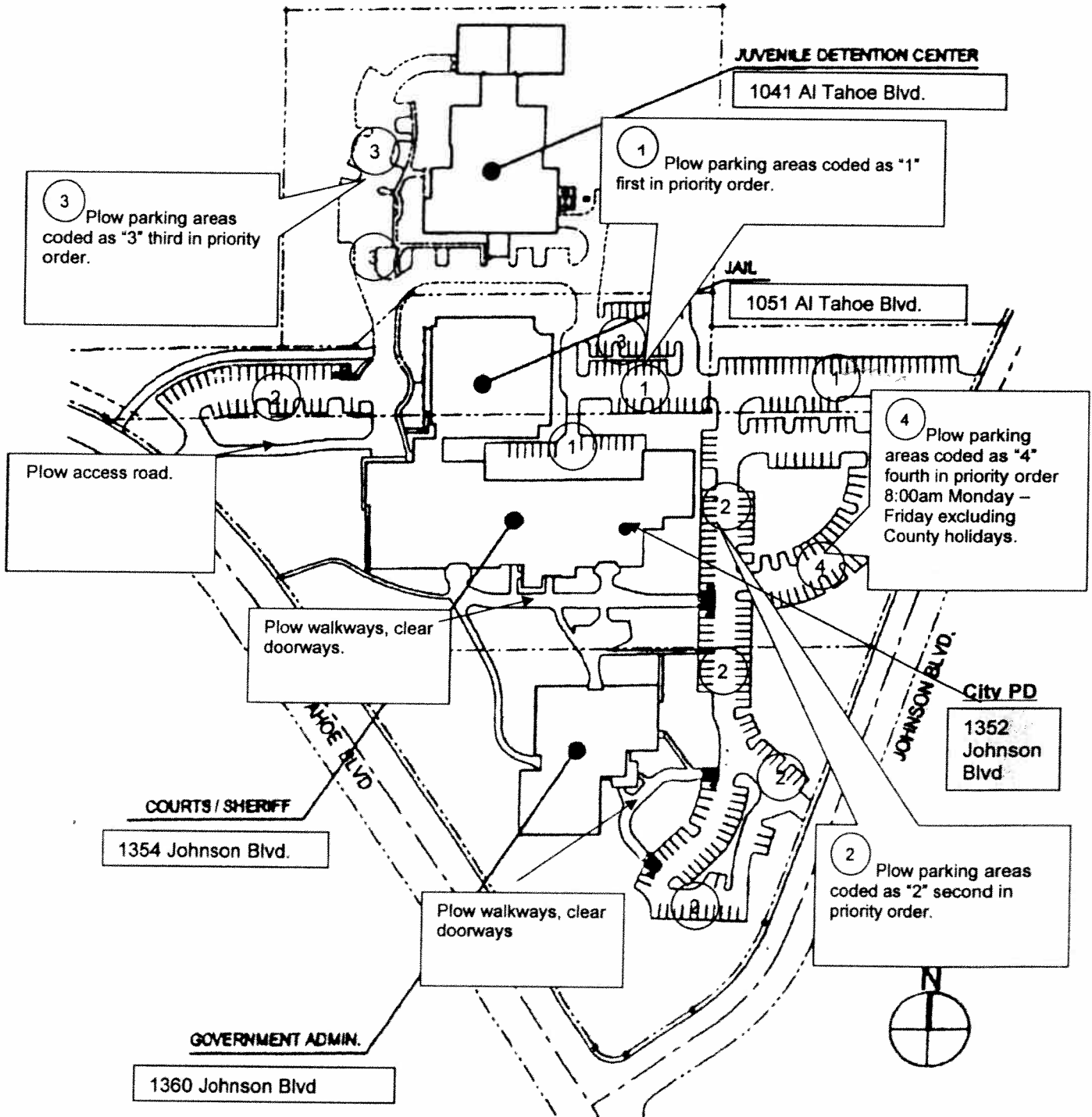
Services shall be provided to each facility in the order listed below and according to the access requirements for each facility. Parking lots, handicap parking spaces, driveways, walkways and sidewalks shall be cleared when the snow level at the facility is at or has exceeded four (4) inches of snow accumulation and according to the specifications as identified in the site map for each location. The numbers shown on the site maps indicate the order in which snow removal shall take place within the particular site. The numbered priorities shown in the tables below represent the order in which locations must receive service. Priority one (1) locations require that when the specified accumulation exists, snow removal will be provided twenty-four (24) hours per day, three hundred sixty-five (365) days per year.

Priority	Address	Site Map/ Exhibit Page #	Facility Description
1	1352 Johnson Blvd.	2	Government Center - Police Department
1	1354 Johnson Blvd.	2	Government Center - Sheriff
1	1051 Al Tahoe Blvd.	2	Jail
1	1041 Al Tahoe Blvd.	2	Juvenile Detention Center

Access Requirements								
Priority	Address	Site Map/ Exhibit Page #	Facility Description	24 hour/ 7day access required	Snow Removal by:	Weekdays	Weekends	Holidays
2	1354 Johnson Blvd.	2	Government Center - Courts	No	8:00 am	Monday – Friday	No	No
2	3368 Lake Tahoe Blvd.	3	El Dorado Center	No	8:00 am	Monday – Friday	No	No
2	3368 Sandy Way	4	El Dorado Center – leased employee parking	No	8:00 am	Monday – Friday	No	No
3	1000 Rufus Allen Blvd.	5	Library – public access	No	9:00 am	Tuesday – Friday	Saturday	No
3	1000 Rufus Allen Blvd.	5	Library – employee parking	No	8:00 am	Monday – Friday	Saturday	No
4	1170 Rufus Allen Blvd.	6	Vector Control	No	day after storm event	Monday – Friday	No	No

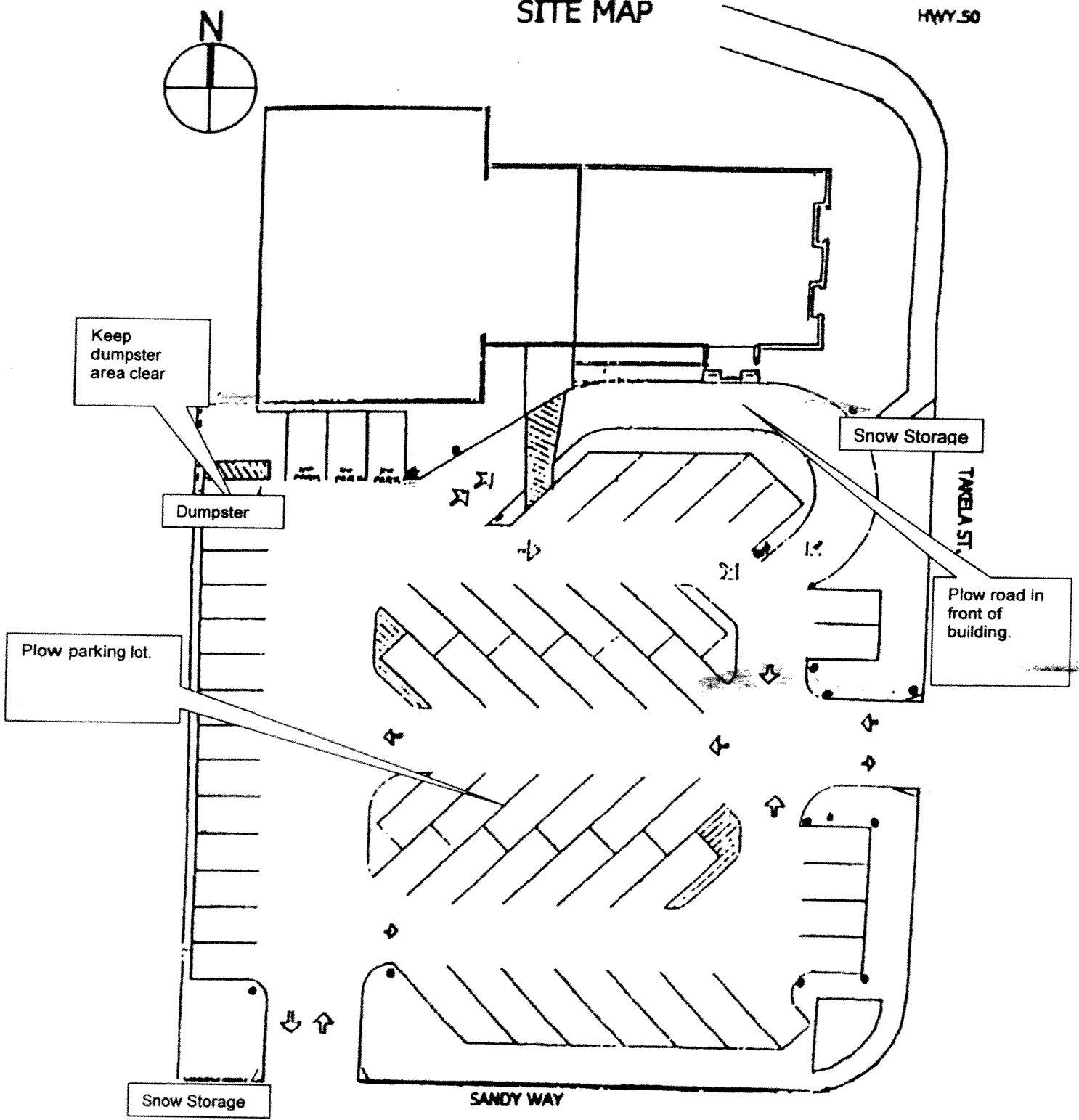
El Dorado County
Government Center

SITE MAP

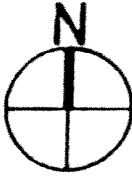


El Dorado Center
3368 Lake Tahoe Blvd.

SITE MAP



HWY.50



Keep
dumpster
area clear

Dumpster

Snow Storage

TIMBER ST.

Plow road in
front of
building.

Plow parking lot.

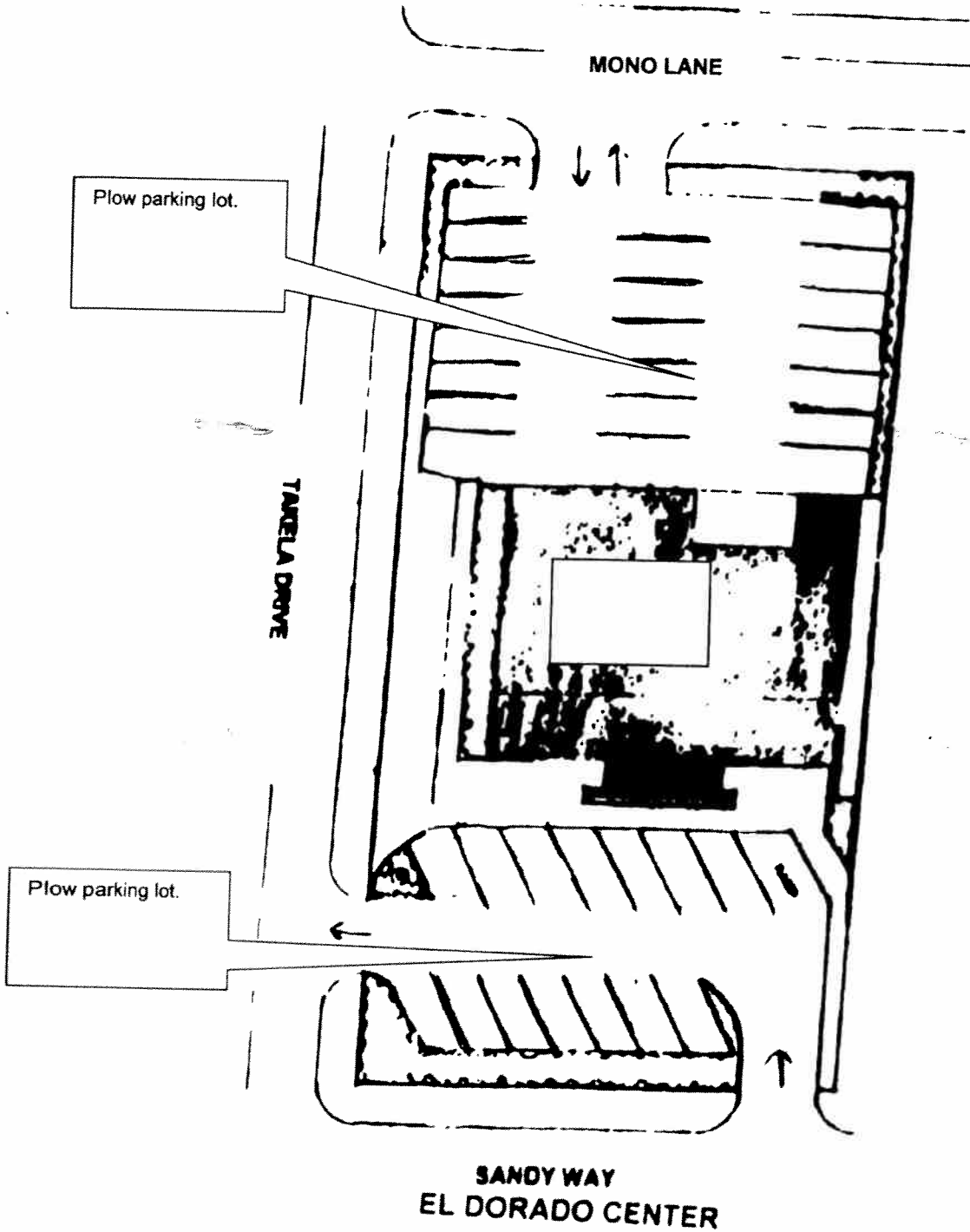
Snow Storage

Alpine Smith, Inc.

SANDY WAY

Leased Employee Parking
3368 Sandy Way

SITE MAP

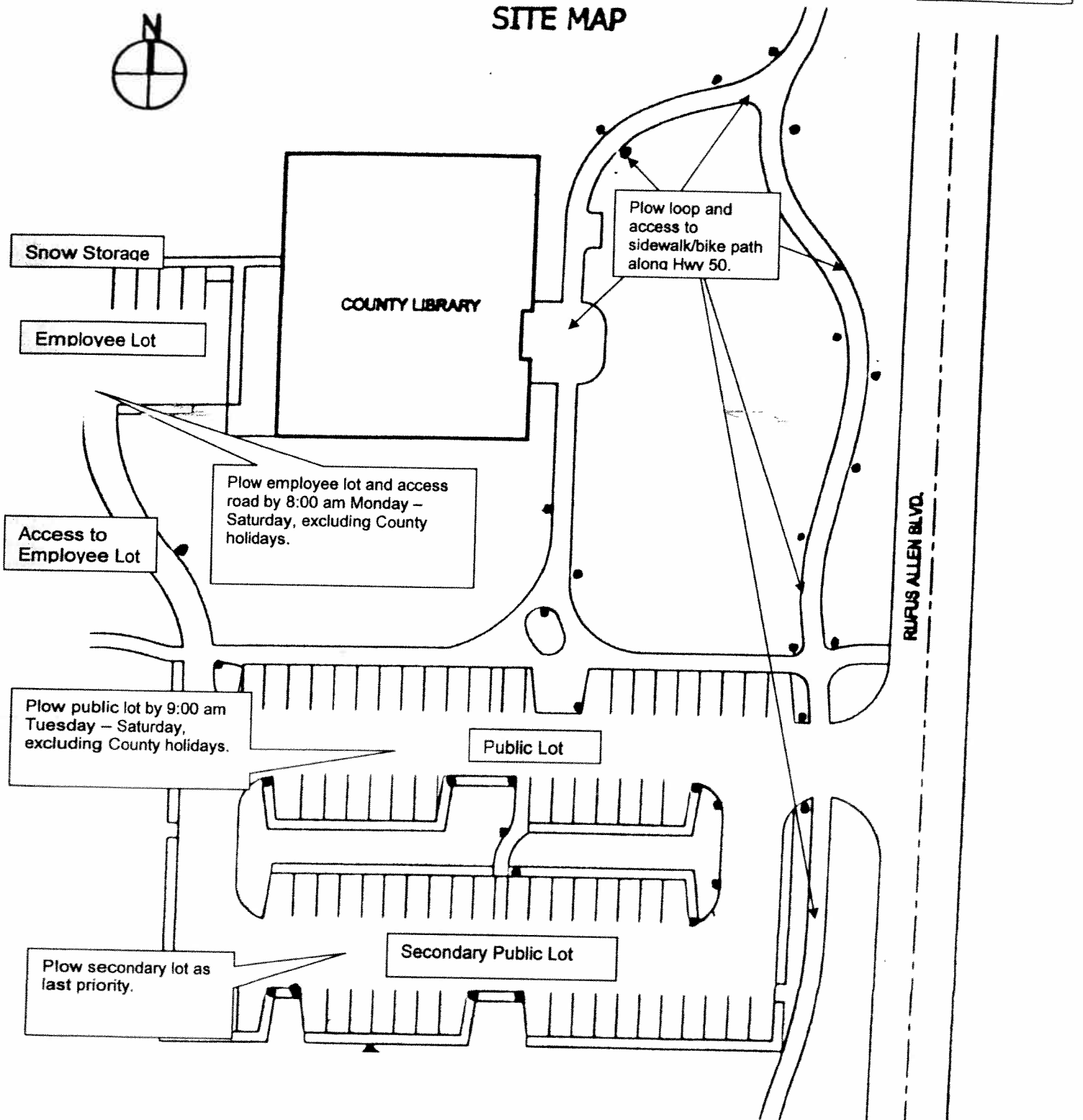


El Dorado Library
1000 Rufus Allen Blvd.

Highway 50

Plow sidewalk
along Highway
50.

SITE MAP



Vector Control
1170 Rufus Allen Blvd.

SITE MAP

