



**COUNTY OF EL DORADO  
DOT**

**REQUEST FOR PROPOSALS DUE:**  
email to: [zoneofbenefit@edcgov.us](mailto:zoneofbenefit@edcgov.us)

ATTN: Brian Franklin  
2850 Fairlane Court  
Placerville, CA 95667

**Proposer Overview Form**

<b>Contractor / Business License Holder Information</b>	
Name of Contractor / Business License Holder:	
Local Address:	
Mailing Address:	
Principal Contact:	
Contact Title:	
Contact Email Address:	
Contact Phone Number:	
<b>Location Information</b>	
<b>Check Box or Circle Specific Zone</b> where you are interested in providing services:	
<input type="checkbox"/> Mt. Aukum (River Pines Estates)	
<input type="checkbox"/> Pleasant Valley (Oakleaf Circle)	
<input type="checkbox"/> Pollock Pines Area (Lynx Trail, Dolly Varden, Gilmore Vista, King of the Mountain, Randolph Canyon)	
<input type="checkbox"/> Placerville Area (Texas Hill Estates, Sundance Trail, Green Valley Oaks, Shadow Lane, Blanchard Estates)	
<input type="checkbox"/> Shingle Springs/El Dorado Hills South of US 50 (Creekside Drive, Holly Drive, Fernwood-Cothrin Ranch, Ryan Ranch)	
<input type="checkbox"/> Shingle Springs/Cameron Park/Rescue North of US 50 (Many Oaks Lane, Maverick, Carlson Drive, Rolling Ranch, Rancho Ponderosa, Pineoakio Road, Walnut Drive, West Green Springs)	
<input type="checkbox"/> Lotus/Luneman (Arrowbee Estates, Hidden Lake Estates, East El Largo)	
<input type="checkbox"/> Pilot Hill/Cool (Pilot View, Nance, Meadowview Acres, Tegra)	
<b>Services Information</b>	
Check type(s) of services you are interested in providing (check all that apply):	
<input type="checkbox"/> Snow Removal (including plowing and snow stake installation & maintenance)	
<input type="checkbox"/> Road Sanding	
<input type="checkbox"/> Street Sweeping (informational only / not currently included in the draft agreement attached)	
<b>Acknowledgement Statement</b>	
<input type="checkbox"/> I acknowledge that I have reviewed the language contained in the Draft Agreement for Maintenance Services and that my firm concurs with the provisions contained within said agreement, <b>and can/will meet the indemnity and insurance requirements</b> without alterations to the County's standard agreement.	
<b>Approval and Original Signature</b>	
_____	_____
Printed Name	Title
_____	_____
Signature	Date



## Road Maintenance Zones of Benefit with Advisory Committees

<b>Zone</b>	<b>Area</b>	<b>Cross streets</b>
Shadow Lane	Placerville/Diamond Springs	Dawn Lane via Forni Rd
Ryan Ranch	El Dorado Hills south	Latrobe Road
Sundance Trail	Placerville	El Dorado Raod
Holly Drive	Shingle Springs/Hillwood	French Creek Rd
Texas Hill	Placerville	Cedar Ravine
Oakleaf Circle	Pleasant Valley	Pleasant Valley Rd & Somerset Loop
Fernwood Cothrin	El Dorado Hills/Shingle Springs	Latrobe Road (west) South Shingle (east)
Carlson Drive	Shingle Springs north	Meder Road
E El Largo	Lotus-Luneman	Luneman Road
Gilmore Vista	Pollock Pines	Pony Express Trail west of Little John Wy
Tegra	Cool	Hwy 193
Walnut Drive	Rescue	Green Valley Road
Meadowview Acres	Cool	Hwy 49
Dolly Varden	Sly Park/Pollock Pines	Rainbow Tr to Speckled Lane
Creekside Drive	Shingle Springs south	Mother Lode Drive
Pineoakio	Rescue	Green Valley Road
Lynx Trail	Pollock Pines	Starkes Grade
Many Oaks Lane	Shingle Springs north	Wild Chapparal
Pilot View	Cool	Salmon Falls Road
W Green Springs	El Dorado Hills north	Green Valley Road
King of the Mountain	Pollock Pines	Forebay Road
Randolph Canyon	Pollock Pines	Forebay Rd to Canyon Edge
Rolling Ranch	Shingle Springs north	Rosa Lane off Ponderosa Road
Blanchard	Diamond Springs east	Clarion Ct off Blanchard
River Pines Estates	Mt Aukum	Mt Aukum Rd at Omo Ranch Rd
Rancho Ponderosa	Rescue	Ponderosa Road north of Green Valley
Nance	Cool	Salmon Falls Road to Pedro Hill
Blanchard	Placerville west	Green Valley Road
Maverick	Shingle Springs north	Ponderosa Road
Arrowbee	Lotus-Luneman	Luneman Road
Hidden Lake	Lotus-Luneman	Luneman Road



# COUNTY OF EL DORADO DEPARTMENT OF TRANSPORTATION

## AGREEMENT FOR MAINTENANCE SERVICES ZONE OF BENEFIT SNOW PLOWING / ROAD SANDING / SNOW POLE MAINTENANCE CONTRACT No. \_\_\_\_\_

**THIS AGREEMENT** made and entered into by and between the **COUNTY OF EL DORADO**, a political subdivision of the State of California, acting through the governing body or board thereof (hereinafter referred to as "County"), and **[CONTRACTOR]**, a licensed Contractor and Business duly qualified to conduct business in the State of California and County of El Dorado, whose principal place of business is **[ADDRESS]** (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 "Agreement") between the parties consists of and is set forth in the Contract Documents. The Contract Documents consist of: (a) this Agreement and any amendments thereto in accordance with the provisions herein; (b) Exhibits to this Agreement; (c) Authorization emails issued under this Agreement; (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 or County Payee Data Record Form, whichever is applicable; 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.

In the event of any conflict between or among the terms and conditions of this Agreement and documents referred to and incorporated herein, such conflict shall be resolved by giving precedence in the order of priority identified above, beginning with (a) and ending with (h).

#### 2. The Work

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

- Snow Plowing Services on Zone of Benefit Roadways
- Road Sanding Services on Zone of Benefit Roadways
- Snow Stake Reinstallation and Maintenance as Needed Within the Zone of Benefit

And all other work as called for, and in the manner designated in, and in strict conformance with this Agreement adopted by County as prepared by the Contract Administrator or Project Manager. The Work shall be performed in accordance with all of the terms and conditions of this Agreement.

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### **Snow Plowing / Sanding Services and Report:**

**Snow Plowing** – The need for snow plowing services shall be determined by the presence of ice and/or snow on the roadways in amounts that would impede travel or create hazardous travel conditions.

Contractor shall plow to bare pavement whenever feasible, at least two (2) lanes wide. Snow shall be “pushed back” after the road has been plowed in order to prevent accumulation of snow in traveled lanes.

All snow plowing 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 approval from County’s Contract Administrator.

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

**Road Sanding (Only performed on this Agreement via Contract Change Order if the Contractor’s capabilities are expanded to include the service)** – The need for road sanding services shall be determined by presence of ice and/or snow on the roadways. Sand shall be broadcast in those areas of the roadway where ice accumulates in order to increase traction.

No snow plowing or sanding services shall be performed prior to specific contact from the Road Zone Representative and authorization by the County’s Contract Administrator or his designee.

Authorization to perform snow plowing and sanding services will be by phone call and email follow up from the Contract Administrator or his designee.

**Snow Plowing and Road Sanding Services Report** - A report similar to the example in Exhibit B showing the type of service, the location the service was provided, beginning and ending time of service for snow plowing services, beginning and ending odometer readings for sanding services shall be provided in support of each day worked. Invoicing for services complete must be monthly, in the month the work was performed, and accompanied with the Snow Plowing and Road Sanding Services Report and authorization email.

### **Snow Stake Reinstallation and Maintenance:**

Snow stakes shall be installed for the purpose of delineating and identifying the roadway and adjacent facilities. Snow stake maintenance shall include, but not be limited to straightening and/or re-installing to preserve the purpose of the snow stakes. For each snow stake reinstallation and/or maintenance work assignment, Contractor shall provide a written quote to the Zone of Benefit Representative and County’s Contract Administrator. Upon receipt and approval of each quote, County’s Contract Administrator will issue a Contract Change Order along with a separate email authorization for each work assignment identifying where the work will be performed; a description of the work, including the number, type, and placement of snow stakes; a specific date by which the work shall be completed, and a not-to-exceed cost to complete the work. Contractor shall not commence work until receiving the Contract Change Order and email confirmation. No payment will be made for any work performed prior to the issuance of the email confirmation. Invoicing for snow stake reinstallation and maintenance services complete must be monthly, in the month the work was performed, and accompanied with a copy of the email authorization provided by the Contract Administrator.

### **Site Inspections and Repair of Damage:**

At least two (2) joint field inspections of the roadway shall be coordinated between Contractor and Zone Representative. The conditions of the existing roadway shall be inspected and documented with photographs prior to snow plowing and again at the end of the snow plowing season prior to June 30, 2020. The review may include the Contract Administrator or designee and shall assess the condition of existing pavement, road shoulder,

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drainage facilities, cattle guards, signs, delineators, curbs, berms, guardrails, snow stakes, personal driveways, and/or personal property and any post season snow plowing damage and/or conditions. Damage to the roadway that is determined by the County's Contract Administrator to be normal wear and tear associated with the service level of roadway, shall not be on the onus of the Contractor for repairs.

Contractor shall repair or replace damage caused by the execution of the Work, at Contractor's sole cost and expense, to the satisfaction of the Road Zone Representative with County Contract Administrator concurrence. Any damage to pavement, road shoulder, drainage facilities, cattle guards, signs, delineators, curbs, berms, guardrails, snow stakes, personal driveways, and/or personal property caused by Contractor's performance of the Work will be at the Contractor's expense. Repairs must be performed by a licensed contractor with the associated license for the type of work performed (General A or specialty license). Damage associated with the normal wear and tear as determined during the pre and post season field inspections will be repaired under separate contract at the expense of the Road Zone of Benefit.

County's Contract Administrator shall have final ruling on the cause of damage and responsibility for repair.

Payment for the Site Inspections may be included in the lump sum payment for mobilization per Article 6, "Payment".

Any representative of the Zone of Benefit does not have authority to speak on behalf of or obligate the County in any way under this Agreement. All work and any associated Contract Change Orders must be authorized in writing or via email by the County's Contract Administrator or his designee.

### **3. Location of Work**

Said work is to be performed at:

**INSERT CHOSEN ZONES**

### **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 agreed monthly invoiced amount compensation for said completion of the Work, including insurance, **THE NOT TO EXCEED SUM OF FIFTEEN THOUSAND DOLLARS AND ZERO CENTS (\$15,000.00)** which sum constitutes the not to exceed Contract Price for the completion of the Services described and invoiced monthly as applicable (the "Contract Price").

Invoicing and payment shall be in accordance with time frames and reporting as described in Article 2, "The Work" and Article 6, "Payment".

### **5. Time of Completion**

This Agreement shall become effective when fully executed by both parties hereto and shall expire on June 30, 2020.

### **6. Payment**

Payment shall be made to Contractor as follows:

For services provided herein, including the Snow Plowing and Road Sanding Services Report required in ARTICLE 2, Scope of Work, and including any deliverables identified in individual Contract Change Order and email authorizations issued pursuant to this Agreement, County agrees to pay Contractor monthly in arrears. Payment shall be made within thirty (30) days following County's receipt and approval of itemized monthly invoices detailing the services rendered along with Snow Plowing and Road Sanding Services Report backup and a copy of the email confirmation authorizing the work.

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For the purposes hereof, the billing rates shall be in accordance with Exhibit A, marked "Fee Schedule," incorporated herein and made by reference a part hereof. A lump sum Mobilization Pay Item for approximately 10% of the contract amount is included to offset the cost of insurance as required in Article 32, "Insurance" and to cover the cost field inspections as required in Article 2, "The Work". Payment for the Mobilization Pay Item will be 2/3 paid on monthly invoice following the first pre-season field inspection walkthrough and 1/3 paid on monthly invoice after the post-season field walkthrough. The billing rate for snow plowing is the hourly rate of labor and equipment for completing the snow plowing services. The billing rate for road sanding, if added via Contract Change Order, is the cost per mile of road sanding to include labor, equipment, and material. The Cost of labor, equipment, and materials for snow stake repair and replacement shall be under separate quote and Contract Change Order as described in Article 2, "The Work".

Contractor shall invoice monthly for services authorized and performed each month.

County shall promptly pay Contractor in accordance with Public Contract Code section 20104.50.

The Agreement total amount including Contract Change Orders must not exceed the amount shown in Article 4, "Contract Price".

7. **Performance Bond** (Not Applicable)
8. **Payment Bond** (Not Applicable)
9. **Notification of Surety Company** (Not Applicable)
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's principal office and shall comply with all applicable wage requirements, as set forth in Labor Code Sections 1770 et seq., 1771, 1773.2, 1774, 1775, and 1776. 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 Agreement shall also conform to and be bound by the provisions of Labor Code Sections 1810 through 1815.

11. **Certified Payroll**

As required under the provisions of Labor Code Section 1776, Contractor and subcontractors shall keep accurate payroll records. A certified copy of all payroll records shall be available for inspection at all reasonable hours at the principal office of Contractor. In accordance with Labor Code 1725.5(f) submittal of certified payroll documents to the Department of Industrial Relations is not required.

12. **Registration of Contractors**

In accordance with Labor Code 1725.5(f), registration with the Department of Industrial Relations is not required for this Agreement.

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 this Agreement, including but not limited to, the costs of administering the various aspects of this 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 this Agreement period and for four (4) 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

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records that are pertinent to this Agreement for audit, examination, excerpts, and transactions and copies thereof shall be furnished upon request.

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

Any federal, state, or local tax payable on the articles furnished by Contractor under this Agreement 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 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 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 (Not Applicable)**

**17. Reporting Accidents and Damage**

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. Contractor shall report any damage that either they caused or noticed within 24 hours. Written notices shall be submitted to the Road Zone Representative and County's Contract Administrator.

**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 Agreement.

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

**19. Deviation from Plans and Specifications (Not Applicable)**

**20. Unity of Plans and Specifications (Not Applicable)**

**21. Relocation of Utilities (Not Applicable)**

**22. Notice of Discovery of Hazardous Waste or Unusual Conditions (Not Applicable)**



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**23. Subcontracting**

The provisions of Sections 4100-4114, inclusive, of the Public Contract Code regarding subcontracting shall apply to this Agreement, and Contractor represents that it will comply with all provisions therein. For the purposes of this Agreement, 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 written 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 this Agreement at any time upon determination by County's Representative that termination of this Agreement is in the best interest of County. County shall issue Contractor a written notice specifying that this Agreement is to be terminated.

Upon receipt of said written notice, Contractor shall stop all work under this Agreement 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 this Agreement 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 satisfactory 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 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 this Agreement, an Inspector's written

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notice may be served upon Contractor demanding satisfactory compliance with this Agreement. If Contractor 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 this Agreement are insufficient for completion, Contractor 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 may be deducted from any money due or becoming due from County. 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. This Agreement 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 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. County may assign this Agreement 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 permitted by law, Contractor shall defend at its own expense, indemnify, and hold the County harmless, its officers, employees, agents, and volunteers, against and from any and all liability, claims, suits, losses, damages, or expenses of every name, kind, and description, including attorney's 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 the acts or omissions of Contractor or its officers, agents, or employees in rendering the services, operations, or performance hereunder, except for liability, claims, suits, losses, damages, or expenses arising from the sole negligence or willful acts of the County, its officers and employees, or as expressly prescribed 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.

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## 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. Workers' Compensation Insurance with statutory limits as required by the laws of any and all states in which Consultant's employees are located, and Employer's Liability Insurance on a per occurrence basis with a limit of not less than \$1,000,000.
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 and a Two Million Dollars (\$2,000,000) aggregate limit.
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 this Agreement.
4. 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 One Million Dollars (\$1,000,000).

### 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.
3. 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.
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 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. Upon request by County 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 prior written notice to the Contract Administrator.
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 herein below. 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.

**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, officials, employees, and volunteers or any of them for payment of any premiums or assessments under any policy issued by any insurance company.

**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.

A portion of Contractors' cost of Insurance coverage obtained specifically to comply with the requirements of this section may be included in the lump sum payment for mobilization per Article 6, "Payment".

### **33. 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 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 done and shall, therefore, not be charged with responsibility of preventing risk to Contractor or its employees.

### **34. 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

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decision relating to this Agreement which affects personal interest or 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.

**35. 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.

**36. 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 or 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 notices as detailed in Article 26, "Termination by County for Cause" hereto.

**37. Licenses**

Contractor hereby represents and warrants that Contractor and any of its subcontractors employed under this Agreement has all the applicable licenses, permits, and certifications that are legally required for Contractor and its subcontractors to practice its profession or provide the services or work contemplated under this Agreement in the State of California. Contractor and its subcontractors shall obtain or maintain said applicable licenses, permits, or certificates as needed in good standing throughout the term of this Agreement.

**38. 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 County of El Dorado 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.

**39. 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 work day, 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.

**40. 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.

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**41. Acceptance of Work**

Final acceptance of the Work will be by County in writing by County's Contract Administrator or its duly authorized Representative after the post season field inspection. 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 this Agreement.

**42. 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.

Contractor's 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 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 60 days of the public entity's written response and to pay interest at the rate of 7 percent 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.

**43. 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.

**44. Guarantee**

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

**45. 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

With a Copy To:

**Zone of Benefit**



Department of Transportation  
2850 Fairlane Court  
Placerville, California 95677  
Attn.: Matthew D. Smeltzer, P.E.  
Deputy Director of Engineering  
Contract Administrator

Zone Representative Address

Attn.: \_\_\_\_\_

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

INSERT CONTRACTOR CONTACT INFORMATION

Attn.: \_\_\_\_\_

Either party may change its address for notices or for its principal place of business by giving written notice pursuant to this Article.

**46. Drug-Free Workplace**

Contractor shall comply with Government Code section 8355.

**47. 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.

**48. Nonresident Withholding**

If Contractor is not a California resident, Contractor shall provide documentation that the State of California has granted a withholding exemption or authorized reduced withholding prior to execution of this Agreement or County shall withhold seven percent (7%) of each payment made to Contractor during the term of this Agreement as required by law. This requirement applies to any agreement/contract exceeding \$1,500.00. Contractor shall indemnify and hold County harmless in any action taken by the California Franchise Tax Board.

**49. 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.

**50. 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 Consultant to County. Contractor agrees that it shall not default on any obligations to County during the term of this Agreement.

**51. 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.

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**52. Contract Administrator**

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

**53. 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.

**54. Partial Invalidity**

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

**55. 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.

**56. 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.

**57. 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: \_\_\_\_\_

Matthew Smeltzer, P.E.  
Deputy Director of Engineering  
Department of Transportation  
Contract Administrator

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

**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: \_\_\_\_\_

Purchasing Agent  
County of El Dorado

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

**-- CONTRACTOR'S NAME --**

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

“Contractor”

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