

STATE OF CALIFORNIA • DEPARTMENT OF TRANSPORTATION
**STANDARD AGREEMENT
 FOR MISCELLANEOUS REIMBURSED WORK**
 FA-2640 (NEW 1/2007)

(Required)
 Agreement
 Number

EA _____

This agreement is entered into this 11th day of September, 2014 by and between the undersigned parties:

Set forth service / materials, to be furnished, and/or work to be performed and by whom.

This agreement is for:

WHAT: A two (2) year Agreement for Traffic Control during special events in El Dorado County. Reimbursement of \$9,766.80 per year to Caltrans for scheduled Traffic Control, CHP services and CMS signs. The County of El Dorado is sharing half the total cost \$39,067.20. Please see Exhibit A (attached) for information regarding this agreement.

WHERE: Several locations on Highway 50, at and near Apple Hill.

ESTIMATED TO COST (attach detailed estimate)

Date: Estimated Beginning 10/04/2014 Estimated Completion 10/25/2015

Payment to be made upon billing:

Advanced deposit (Estimate amount) \$ _____

Maximum to be billed (Include 10-20% contingency) \$ 19,533.60

It is agreed that costs for the above services are subject to an assessment for direct and indirect costs (functional and administrative overhead) when applicable.

Work will be done in a timely manner, but at the convenience of Caltrans, and will not take precedence over Caltrans work.

The State reserves the right to cancel this agreement by written notice at any time when it is deemed in the best interest of the State to do so and to refund any unexpected funds collected.

(Caltrans Contract Manager fill in the following upon completion of the work for final accounting of project and forward copy of agreement, along with any purchase orders, to Division of Accounting, Attn: A/R Reimbursements, MS 33).

Work Completed _____

Certified as to Funds:

Work Order # _____

Contract Manager John Alameda  Budget Manager _____

Name of Agency/Contributor (If private party, should be name of party on check) El Dorado County CAO Office	Name of Agency Department of Transportation
Authorized Signature Phone #: (530) 621-5567	Authorized Signature
Title Chief Administration Officer - Theresa Daly or designee	District Director Amarjeet Benipal
Billing Address 330 Fair Lane Placerville, CA 95667	Project Manager: Ed Ingram Phone #: (530) 957-1243 Mailing Address 3065 Blairs Lane Placerville, CA 95667

2014 Traffic Control Plan

Cost estimate associated with Traffic Control in support of a Standard Agreement for Miscellaneous Reimbursed Work between the County of El Dorado and the Department of Transportation, District 3 Maintenance.

Traffic Control for the Apple Hill Harvest will be scheduled as planned overtime for these dates:

- 10/04/2014 & 10/05 – 6ea. crew members @ 5 hours a day, 10am to 3pm scheduled overtime.
- 10/11/2014 & 10/12 – 6ea. crew members @ 5 hours a day, 10am to 3pm scheduled overtime.
- 10/18/2014 & 10/19 – 6ea. crew members @ 5 hours a day, 10am to 3pm scheduled overtime.
- 10/25/2014 & 10/26 – 6ea. crew members @ 5 hours a day, 10am to 3pm scheduled overtime.

Each day Traffic Control will consist of these elements:

- 1ea. CMS (portable) Sign with messages - Eastbound Highway 50 with operator.
- 2ea. CMS (overhead) Signs with messages - Eastbound Highway 50 with dispatch operator.
- 2ea. California Highway Patrol Officers (working same schedule as above traffic control)
- 1ea. cone truck – 2ea. employees
- 1ea. attenuator truck – 1ea. employee
- 1ea. ramp truck – 2ea. employees
- 1ea. CMS vehicle – 1ea. employee

The approximate cost for CMS Signs each day is \$380.00 = Eight day total \$3,040.00

The approximate cost for Caltrans each day is \$1,250.00 = Eight day total \$10,000.00

The approximate cost for CHP each day is \$811.70 = Eight day total \$6,493.60

Total cost = \$19,533.60 per year

The Total cost \$19,533.60 will be equally shared by Caltrans and County of El Dorado

\$9,766.80 to be paid to Caltrans by the County of El Dorado for 2014 Traffic Control Plan.

2015 Traffic Control Plan

Cost estimate associated with Traffic Control in support of a Standard Agreement for Miscellaneous Reimbursed Work between the County of El Dorado and the Department of Transportation, District 3 Maintenance.

Traffic Control for the Apple Hill Harvest will be scheduled on a planned overtime for these dates:

- 10/03/2015 & 10/04– 6ea. crew members @ 5 hours a day, 10am to 3pm scheduled overtime.
- 10/10/2015 & 10/11 – 6ea. crew members @ 5 hours a day, 10am to 3pm scheduled overtime.
- 10/17/2015 & 10/18 – 6ea. crew members @ 5 hours a day, 10am to 3pm scheduled overtime.
- 10/24/2015 & 10/25 – 6ea. crew members @ 5 hours a day, 10am to 3pm scheduled overtime.

Each day Traffic Control will consist of these elements:

- 1ea. CMS (portable) Sign with messages - Eastbound Highway 50 with operator.
- 2ea. CMS (overhead) Signs with messages - Eastbound Highway 50 with dispatch operator.
- 2ea. California Highway Patrol Officers (working same schedule as above traffic control)
- 1ea. cone truck – 2ea. employees
- 1ea. attenuator truck – 1ea. employee
- 1ea. ramp truck – 2ea. employees
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The approximate cost for CMS Signs each day is \$380.00 = Eight day total \$3,040.00

The approximate cost for Caltrans each day is \$1,250.00 = Eight day total \$10,000.00

The approximate cost for CHP each day is \$811.70 = Eight day total \$6,493.60

Total cost = \$19,533.60

The Total cost \$19,533.60 will be equally shared by Caltrans and the County of El Dorado

\$9,766.80 to be paid to Caltrans by the County of El Dorado for 2015 Traffic Control Plan.

Exhibit A

1. Caltrans and the County of El Dorado agree this Agreement may be canceled by either party with thirty (30) days advance written notice.
2. In the event of an emergency, this Agreement may be canceled by either party without prior notice.
3. Caltrans and the County of El Dorado agree that this Agreement may be amended by written mutual consent of the parties hereto.
4. Gifts, donations, or gratuities may not be accepted by Caltrans employees in their own behalf or in behalf of the Department of Transportation.
5. Any dispute concerning a question of fact arising under the terms of this Agreement which is not disposed within a reasonable period of time (ten days) by the parties normally responsible for the administration of this contract shall be brought to the attention of the Administrative Services officer (or designated representative) of each organization for joint resolution.
6. The County of El Dorado agrees that the awarding department, the Department of General Services, the Bureau of State Audits, or their designated representative shall have the right to review and to copy records and supporting documentation pertaining to the performance of this Agreement. The County of El Dorado agrees to maintain such records for possible audit for a minimum of three (3) years after final payment, unless a longer period of records retention is stipulated. The County of El Dorado agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, the County of El Dorado agrees to include a similar right of the state to audit records and interview staff in any subcontract related to performance of this Agreement. (Gov. Code §8546.7, Pub. Contract Code §10115 and CCR title 2, section 1896).
7. The Parties hereto agree to indemnify , defend and save harmless the other party, its officers, agents and employees from any and all claims and losses according or resulting to any and all contractors, subcontractors, suppliers, laborers, and any other person , firm, or corporation furnishing or supplying work services, materials, or suppliers in connection with the performance of this Agreement, and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by the other party in the performance of this Agreement.
8. The County of El Dorado agrees to provide Caltrans with a resolution, motion, order or ordinance of the governing body, which authorizes execution of this Agreement, and indicates the individual who is authorized to sign the Agreement on behalf of the County of El Dorado.
9. The County Officer or employees with responsibility for administering this Agreement is Theresa Daly, Chief Administration Officer or designee.
10. These special terms and conditions shall take precedence over any conflicting provisions contained elsewhere in this Agreement.
11. This agreement is not to exceed the original estimated cost of \$19,533.60 paid to Caltrans at \$9,766.80 per year from County of El Dorado for the two (2) year Traffic Control Plan (2014 & 2015).