



**COUNTY OF EL DORADO
Procurement & Contracts**

ATTN: Purchasing Agent
330 Fair Lane
Placerville, CA 95667

REQUEST FOR PROPOSAL #18-928-016

DUE: 3:00 PM – October 25, 2017

Sealed Proposals must be clearly marked on the outside of the package with:

“RFP #18-928-016 MAILROOM DO NOT OPEN”

On-Call Equipment, Truck, and Automotive Body Work and Painting Services

The County of El Dorado Office of Procurement and Contracts, through its Community Development Services, Department of Transportation (also referred to as “County”), is requesting proposals for on-call equipment, truck and automotive body work and painting services for County vehicles and equipment.

This request for proposal (RFP) defines the scope of services and outlines the requirements that must be met by Proposers interested in providing such services. Proposers shall carefully examine the entire RFP and any addenda thereto, and all related materials and data referenced in the RFP or otherwise available, and shall become fully aware of the nature and the conditions to be encountered in performing the service. **Proposers are advised to read all sections of this RFP prior to submitting a proposal.**

Table of Contents

- I. Scope of Services**
- II. Proposal Content**
- III. Proposers’ Questions**
- IV. Proposal Submittal**
- V. Public Records Act**
- VI. Valid Offer**
- VII. County’s Rights**
- VIII. El Dorado County Website Requirements**
- IX. Evaluation**
- X. Award**
- XI. Business License Requirement**
- XII. Public Agency**

- Exhibits:**
- “A” Questionnaire**
 - “B” Cost Proposal**
 - “C” Sample Agreement for Services**

Notice to Proposers

The Procurement and Contracts Division does not mail out hard copy letters advising participating Proposers of RFP results. For RFP results, please visit our website at:

<http://edcapps.edcgov.us/contracts/bidresults.asp>

RFP results will be posted within approximately fourteen business days after the RFP opening deadline date. The timeline for posting RFP results may vary depending on the nature and complexity of the RFP.

- I. **Scope of Services:** The successful Proposer will be required to enter into an agreement for services with the County substantially similar in form to that attached hereto as Exhibit "C", marked "Sample Agreement for Services". Any reference in this Request for Proposal to specific terms of the agreement are for illustrative purposes only and shall not limit the scope of the obligations to be assumed by the successful Proposer under the agreement. In the event of any conflict between a provision of this Request for Proposal and the provisions of the agreement attached as Exhibit "C", the terms of the agreement shall govern. The Services to be provided shall include, but not be limited to the following:

Proposer shall furnish personnel, equipment, materials, parts, supplies, subcontractors and services necessary to provide on-call equipment, truck and automobile body work and painting services. Services shall include, but not be limited to, structural damage alignment including frame straightening, repairing and replacing sheet metal panels, welding, plastic repair, replacing parts, repairing or replacing glass, performing associated maintenance and repair service, refinishing vehicles and equipment to an original color match including paint mixing, tinting and blending and disposal of hazardous materials.

- II. **Proposal Content:** Proposal responses must adhere to the requirements set forth in this section, both for content and sequence. Failure to adhere to these requirements or the inclusion of conditions, limitations or misrepresentations may be cause for rejection of the submittal. Use 8-1/2 x 11 sheets (foldouts are acceptable for charts, etc.) and font size large enough to be easily legible, but not smaller than 10 point. The original proposal and each subsequent copy must be submitted on paper, properly bound, appropriately tabbed and labeled in the following order:

- A. **Cover Letter:** Provide a "cover letter" and introduction, including the name and address of the organization submitting the proposal, together with the name, address, telephone and fax numbers, and email address of the contact person who will be authorized to make representations for the organization. Provide the location of the main office, local office and office nearest to El Dorado County. The letter must be signed by an individual authorized to bind the firm contractually.

- B. **Background and Experience:** Describe the firm's background, its organizational structure, length of time in business. Provide a copy of valid California license pursuant to

California Department of Affairs Bureau of Automotive Repair regulations and license is in good standing. Provide a copy of Automobile Repair Dealer License as required by categories and types of work performed under this Agreement.

- C. References:** Provide at least two references from other agencies concerning your experience and past performance in providing equipment, truck and automobile body work and painting services.
- D. Questionnaire:** Provide complete answers to the Questionnaire attached hereto as Exhibit "A". Maintain question order in your response.
- E. Insurance Requirements:** A written statement of your firm's ability to comply with the insurance requirements set forth in Exhibit "C", Sample Agreement, Article XXII - Insurance.
- F. Cost Proposal:** Complete the table attached hereto as Exhibit "B," marked "Cost Proposal." If there are any additional costs, provide that information on a separate sheet of paper.

III. Proposers' Questions: Questions regarding this RFP must be submitted in writing to the Procurement and Contracts Office and must be received no later than **5:00 p.m. on October 13, 2017**. All envelopes or containers must be clearly labeled "**RFP #18-928-016, QUESTION**" for convenience purposes. Envelopes or containers not clearly labeled may be overlooked and not responded to. Questions will **not** be accepted by telephone, facsimile (fax), electronically, or orally. The County reserves the right to decline a response to any question if, in the County's assessment, the information cannot be obtained and shared with all potential organizations in a timely manner. A summary of the questions submitted, including responses deemed relevant and appropriate by the County, will be posted on the Procurement and Contracts website on or about **October 18, 2017**. All inquiries shall be submitted by U.S. mail to:

Procurement and Contracts
330 Fair Lane
Placerville, California 95667
RFP #18-928-016, Question

Proposers are cautioned that they are not to rely upon any oral statements that they may have obtained. Proposers shall direct all inquiries to the County Purchasing Agent and shall not contact the requesting department directly regarding any matter related to this Request for Proposal.

- IV. **Proposal Submittal:** Proposers must submit one (1) original and five (5) physical copies of all materials and proposals, and one (1) electronic copy (on a USB flash drive) for review by a County appointed selection committee, along with any addenda, in a sealed envelope or container, clearly marked “**RFP #18-928-016– MAILROOM DO NOT OPEN**”, **no later than 3:00 p.m. – October 25, 2017**, to:

County of El Dorado
Procurement and Contracts
330 Fair Lane
Placerville, CA 95667

A Proposer may withdraw its final proposal at any time **prior** to the opening deadline date and time by submitting a written request for its withdrawal to the County Purchasing Agent, signed by an authorized agent of the firm. Proposers may thereafter submit a new or modified proposal **prior** to the opening deadline date and time. Modifications offered in any manner, oral or written, will not be considered.

Proposers submitting less than the required number of copies of their proposal will be rejected and considered “non-responsive.” Proposals received beyond the deadline will not be considered, and will be returned unopened.

It is the responsibility of the Proposer to assure that the proposal is received in the Procurement and Contracts Division prior to the proposal opening deadline date and time. Proposals received beyond the proposal opening deadline will not be accepted and will be returned unopened. The time stamp clock located in the office of the Procurement and Contracts Division will serve as the official time clock.

For questions regarding the Request for Proposal process, contact Ashley Wells at (530) 621-5804.

- V. **Public Records Act:** All proposals and materials submitted shall become property of the County and will not be returned. All responses, including the accepted proposal and any subsequent contract, become public records per the requirements of the California Government Code, Sections 6250 - 6270, “California Public Records Act”. Proprietary material must be clearly marked as such. Pricing and service elements of the successful proposal are not considered proprietary information. Proposers which indiscriminately identify all or most of their proposal as confidential or proprietary without justification may be deemed unresponsive.

The County will treat all information submitted in a proposal as available for public inspection once the County has selected a Contractor. If you believe that you have a legally justifiable basis under the California Public Records Act (Government Section 6250 et. seq.) for protecting the confidentiality of any information contained within your proposal, you must identify any such information, together with the legal basis of your claim in your proposal, and present such information **separately** as part of your response package.

The final determination as to whether the County will assert your claim of confidentiality on your behalf shall be at the sole discretion of the County. If the County makes a determination that your information does not meet the criteria for confidentiality, you will be notified as such. Any information deemed to be non-confidential shall be considered public record.

Upon receipt of a request for disclosure pursuant to the California Public Records Act for information that is set apart and marked as proprietary, County will notify you of the request for disclosure. You shall have sole responsibility for the defense of the proprietary designation of such information. Failure to respond to the notice and enter into an agreement with County providing for the defense of and complete indemnification and reimbursement for all costs incurred by the County in any legal action to compel the disclosure of such information, shall constitute a complete waiver of any rights regarding the information designated proprietary and such information will be disclosed by County pursuant to applicable procedures under the California Public Records Act.

- VI. Valid Offer:** Proposals shall remain valid for 120 days from the due date. The County reserves the right to negotiate with the successful Proposer any additional terms or conditions not contained in their proposal which are in the best interest of the County or to otherwise revise the scope of this RFP.

This RFP does not constitute a contract nor an offer of employment. The cost of preparation of proposals shall be the obligation of the Proposer. All proposals, whether accepted or rejected, shall become the property of the County and will not be returned. Unnecessarily elaborate responses, enclosures and specialized binding are not desired, and may be construed as an indication of Proposer's lack of cost consciousness.

- VII. County's Rights:** The County reserves the right to:

1. Request clarification of any submitted information
2. Waive any informalities or irregularities in any qualification statement
3. Not enter into any agreement
4. Not select any consultant
5. Cancel this process at any time
6. Amend this process at any time
7. To award more than one contract if it is in the best interest of the County
8. Interview consultants prior to award
9. To request additional information during an interview

VIII. El Dorado County Web Site Requirements: It is the bidder's responsibility to monitor the County's website for possible addenda to this bid to inform him/herself of the most current specifications, terms, and conditions, and to submit his/her bid in accordance with the original bid requirements and all addenda. All available bids and related addenda can be found at:

<http://edcapps.edcgov.us/contracts/invite.asp>

Failure of bidder to obtain this information shall not relieve him/her of the requirements contained therein. Those bidders not acknowledging and returning Addenda as required will not be considered and will be rejected as "non-responsive."

IX. Evaluation: Proposals shall be evaluated by a team composed of representatives from the Community Development Services, Department of Transportation. Evaluation of all proposals will consist of two levels of review. Level I will consist of evaluating the proposals for purposes of establishing a short list. Level II will be used to select the finalist. This level may include a request for a presentation from the finalist, proposal fact-finding, and negotiation of contract terms and conditions.

X. Award: Award shall be recommended to the Proposer whose proposal best meets the needs of the County, not necessarily to the lowest-cost Proposer. The County reserves the right to reject any or all proposals, and to solicit additional proposals if deemed in the best interest of the County to do so. The decision of the County Board of Supervisors shall be final in making such determination.

The screening committee will evaluate the proposal responses and make recommendations to the Board of Supervisors for selection and approval for an agreement for services. The top three (3) respondent contractors may be interviewed by the selection committee either in person or by telephone during the selection process.

The successful Proposer will receive written notification of the award, along with instructions for finalizing the agreement documents.

The selection of the contractor will be based on the following criteria and the relative importance of each of the criteria in the selection process is broken down by percentage.

1. References from other agencies concerning Contractor's experience and past performance in providing on-call equipment, truck and automotive body work and painting services.	25%
2. Ability to undertake and complete the Scope of Services as demonstrated by the responses to Exhibit A, Questionnaire.	50%
3. Fee Schedule – Rates.	25%
Total	100%

- XI. Business License Requirement:** 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 Code Section 5.08.070. Contact the Tax Collector's Office at 360 Fair Lane, Placerville, CA 95667, or phone (530) 621-5800, for further information. El Dorado County is an equal opportunity employer (EOE). Minorities, females, and handicapped are encouraged to participate (M/F/H).

It is not a requirement to possess a County business license at the time of proposal submittal. Successful Proposers may be required to possess a County business license to award contract.

The County of El Dorado is an equal opportunity employer (EOE). Minorities, Females and Handicapped are encouraged to participate.

- XII. Public Agency:** It is intended that other public agencies (i.e., city, special district, public authority, public agency and other political subdivisions of the State of California) shall have the option to participate in any agreement created as a result of this Request for Proposal to Bid with the same terms and conditions specified there in, including pricing. The County shall incur no financial responsibility in connection with any agreement from another public agency. The public agency shall accept sole responsibility for contracting for services and making payment to the vendor.

Failure to comply with any of the requirements contained herein may result in disqualification. It is the responsibility of all Proposers to read ALL sections of this RFP prior to submitting a response.

Your participation in the RFP process is important to El Dorado County!

Exhibit A
Questionnaire

1. Can you provide estimates at the County Fleet Services Office Location? Yes / No
2. Can you provide free pick-up and delivery of drivable vehicles at the Fleet Office?
Yes / No
3. How many technicians are certified from a trade school and/or ASE testing? ____
 - a. Are you an ASE Blue-Seal Certified Shop? Yes / No
 - b. Do you have any ASE Master Technicians? If so, how many? _____
4. Can you provide a life-time guarantee on your body and paint repairs? Yes / No
5. Do your technicians have training in hybrid, phev (plug-in hybrid electric), and ev (electric) vehicles as it relates to auto-body work and safety process? Yes / No
6. Can you provide “state of the art” frame and uni-body structure straightening? Yes / No
7. Can you provide special material repairs? (i.e. fiberglass and aluminum body) Yes / No
8. Is your paint booth capable of high-temp baking of at least 1.1 Million BTU heating system? Yes / No
9. Is your paint booth capable of accepting a long bed crew cab pickup truck with dual rear wheels?
Yes / No
10. Is your shop equipped with a spot welder capable of duplicating factory spot welds on sheet metal replacement panels? Yes / No
11. Do you employ an I-CAR welder? Yes / No
 - b. Please list any other certifications that your shop carries?

12. Would County vehicles have any different priority in scheduling than other customers? Yes / No
13. Would Law Enforcement vehicles be treated as a higher priority? Yes / No
14. Does your facility have a secured area for vehicles awaiting work? Yes / No
 - a. What type(s) of security do you offer (circle all that apply):
 - i. Fencing
 - ii. Fencing with barb-wire top

- iii. Camera Surveillance
- iv. Alarm system(s) for: Yard

Building

Both

Other: _____

Exhibit B
Fee Schedule

<u>Item</u>	<u>Rate</u>
Labor	\$ _____ / hour
Labor for Painting Services	\$ _____ / hour
Parts (factory, used, aftermarket)	
Materials for Painting (masking for overspray, flex additive, and corrosive protection, etc.)	
Shop Fees and Environmental / Hazardous Waste Disposal Fees	Contractor's Cost*
Subcontractor Charges and Freight Fees	Contractor's Cost*

*Invoices which include charges for parts or materials, subcontractor charges, freight fees, or tow fees based on Contractor's cost shall be accompanied by backup documentation to substantiate Contractor's actual costs for the items billed.

Additional Charges:

Description:	Rate:

Exhibit C

Contractor's Name

On-Call Equipment, Truck, and Automotive Body Work and Painting Services

AGREEMENT FOR SERVICES #XXX-XXXXX

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 _____, a _____ duly qualified to conduct business in the State of California, whose principal place of business is _____ (hereinafter referred to as "Contractor");

RECITALS

WHEREAS, County has determined that it is necessary to obtain a contractor to assist its Community Development Services, Department of Transportation to provide on-call equipment, truck, and automotive body work and painting services;

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 Section 31000;

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

ARTICLE I

Scope of Services: Contractor agrees to furnish personnel, equipment, materials, parts, supplies, subcontractors, and services necessary to provide on-call equipment, truck, and automobile body work and painting services. Services shall include, but not be limited to, structural damage alignment including frame straightening, repairing and replacing sheet metal panels, welding, plastic repair, replacing parts, repairing or replacing glass, performing associated maintenance and repair services, refinishing vehicles and equipment to an original color match including paint mixing, tinting and blending, and disposal of hazardous materials.

Before proceeding with any work under this Agreement, the parties shall identify the specific services to be provided for each work assignment at a meeting, by email, or telephone conference between Contractor and County's Contract Administrator or designee. For each on-call work assignment, Contractor shall provide a written estimate to County's Contract Administrator. The written estimate shall identify the specific vehicle or equipment to be repaired, a description of the work, names of any

and all subcontractors, any deliverables, including reports or other documents to be supplied in connection with the work, and a not-to-exceed cost to complete the work. Upon receipt and approval of each written estimate, County's Contract Administrator or designee will attach the estimate to an email approval to proceed with the work assignment. Contractor shall not commence work until receiving an email approval to proceed with the work assignment from County's Contract Administrator or designee with the County authorized written estimate attached. No payment will be made for any work performed prior to the issuance of an email approval to proceed for the work assignment and no payment will be made for amounts in excess of the written estimate.

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

ARTICLE II

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

ARTICLE III

Compensation for Services: For services provided herein including any deliverables or reports that may be identified in the individual work assignments issued pursuant to this Agreement, County agrees to pay Contractor upon the satisfactory completion and acceptance of each work assignment monthly in arrears. Payment shall be made within forty-five (45) days following County's receipt and approval of itemized invoices detailing services rendered.

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.

The total amount of this Agreement inclusive of all work of subcontractors, costs, and expenses shall not exceed \$_____.

Itemized invoices shall follow the format specified by County and shall reference this Agreement number on their faces. Invoices which include charges for parts or materials, subcontractors, or freight fees based on Contractor's cost shall be accompanied by backup documentation to substantiate Contractor's actual cost for the parts or materials billed. Copies of documentation attached to invoices shall reflect Contractor's charges for the specific services billed on those invoices. Contractor shall bill County for only one (1) work assignment per invoice. Invoices shall be mailed to County at the following address:

County of El Dorado
Community Development Services
Administration and Finance Division
2850 Fairlane Court
Placerville, California 95667
Attn.: Accounts Payable

or to such other location as County directs.

In the event that Contractor fails to deliver, in the format specified, the deliverables required by this Agreement, County at its sole option may delay the monthly payment for the period of time of the delay, cease all payments until such time as the required deliverables are received, or proceed as set forth below in ARTICLE XVIII, Default, Termination, and Cancellation, herein.

ARTICLE IV

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

ARTICLE V

Apprentices: Attention is directed to Sections 1777.5, 1777.6 and 1777.7 of the California Labor Code and Title 8, California Code of Regulations Section 200 et seq. To ensure compliance and complete understanding of the law regarding apprentices, and specifically the required ratio thereunder, each Contractor or subcontractor should, where some question exists, contact the Division of Apprenticeship Standards, 455 Golden Gate Avenue, San Francisco, CA 94102, or one of its branch offices prior to commencement of work on this Agreement. Responsibility for compliance with this Article lies with Contractor.

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

ARTICLE VI

Contractor's Project Manager: Contractor designates (Project Manager's Name), (Project Manager's Title), as its Project Manager for this Agreement. Contractor's Project Manager, or County-approved designee, shall be accessible to County's Contract Administrator, or designee, during normal County working hours and shall respond within twenty-four (24) hours during normal business hours, to County inquiries or requests. Contractor's Project Manager shall be responsible for all matters related to Contractor's personnel, operations and any subcontractors authorized under individual Work Orders issued including, but not limited to (1) assigning qualified personnel to perform the work and to prepare the deliverables required by the Work Orders; and (2) reviewing, monitoring, training and directing Contractor's personnel and any subcontractors authorized herein.

ARTICLE VII

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

ARTICLE VIII

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 IX

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 X

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

ARTICLE XI

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: _____

ARTICLE XII

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 XIII

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

ARTICLE XIV

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 Community Development Services, Department of Transportation or to such other person with County's consent for the purpose of, and in the performance of, this Agreement. This confidentiality provision shall survive after the expiration or earlier termination of this Agreement.

ARTICLE XV

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. Notwithstanding this Article, Contractor is authorized to utilize the specific subcontractors authorized in individual Work Orders issued pursuant to this Agreement, for the particular tasks, work, and deliverables identified therein. An approved Work Order identifying any authorized subcontractors and subcontractors' proof of insurance shall be obtained by Contractor prior to a subcontractor commencing any work under this Agreement. At no time shall

County be obligated to pay separately for subcontractor services. Contractor shall require each subcontractor, to the extent of the work to be performed by the subcontractor, to be bound to Contractor by the terms of this Agreement and to assume toward Contractor all of the obligations and responsibilities that Contractor, by this Agreement, assumes toward County.

ARTICLE XVI

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 XVII

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 XVIII

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 or any individual Work Orders issued pursuant to the 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 not-to-exceed amount of the Work Order or the total amount of the Agreement, as applicable. Upon receipt of a Notice of Termination, Contractor shall promptly discontinue all services affected, as of the effective date of termination set forth in such Notice of Termination, unless the Notice directs otherwise. In the event of termination for default, County reserves the right to take over and complete the work by contract or by any other means.

ARTICLE XIX

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
Community Development Services
Department of Transportation
2441 Headington Road
Placerville, California 95667

With a copy to:

County of El Dorado
Community Development Services
Administration and Finance Division
2850 Fairlane Court
Placerville, California 95667

Attn.: Contract Administrator's Name
Contract Administrator's Title
Contract Administrator's Unit

Attn.: Michele Weimer
Administrative Services Officer
Contracts & Procurement Unit

or to such other location as County directs.

Notices to Contractor shall be addressed as follows:

Contractor's Name
Address
City, State, Zip

Attn.: Name, Title

or to such other location as Contractor directs.

ARTICLE XX

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

ARTICLE XXI

Indemnity: Contractor shall defend, indemnify, and hold County and its officers, agents, employees and representatives harmless against and from any and all claims, suits, losses, damages, and liability for damages of every name, kind, and description, including attorneys' fees and costs incurred, brought for, or on account of, injuries to, or death of, any person, including but not limited to workers, County employees, and the public, or damage to property, or any economic or consequential losses, which are claimed to, or in any way arise out of, or are connected with Contractor's services, operations or performance hereunder, regardless of the existence or degree of fault or negligence on the part of County, Contractor, subcontractor(s) and employee(s) of any of these, except for the sole, or active negligence of County, its officers, agents,

employees and representatives, or as expressly provided by statute. This duty of Contractor to indemnify and save County harmless includes the duties to defend set forth in California Civil Code Section 2778.

ARTICLE XXII

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

- A. Full Workers' Compensation and Employers' Liability Insurance covering all employees of Contractor as required by law in the State of California.
- B. Commercial General Liability Insurance of not less than \$1,000,000 combined single limit per occurrence for bodily injury and property damage, including but not limited to endorsements for the following coverage: premises, personal injury, operations, products and completed operations, blanket contractual, and independent contractors' liability and a \$2,000,000 aggregate limit.
- C. Automobile Liability Insurance of not less than \$1,000,000 is required in the event motor vehicles are used by Contractor in performance of the Agreement.
- D. In the event Contractor is a licensed professional and is performing professional services under this Agreement, Professional Liability Insurance is required with a limit of liability of not less than \$1,000,000.
- E. Contractor shall furnish a certificate of insurance satisfactory to County's Risk Management Division as evidence that the insurance required above is being maintained.
- F. The insurance will be issued by an insurance company acceptable to County's Risk Management Division, or be provided through partial or total self-insurance likewise acceptable to the Risk Management Division.
- G. Contractor agrees that the insurance required herein shall be in effect at all times during the term of this Agreement, inclusive of the guarantee/warranty period specified hereinbelow. In the event said insurance coverage expires at any time or times during the term of this Agreement, Contractor shall immediately provide a new certificate of insurance as evidence of the required insurance coverage. In the event Contractor fails to keep in effect at all times insurance coverage as herein provided, County may, in addition to any other remedies it may have, terminate this Agreement upon the occurrence of such event. New certificates of insurance are subject to the approval of County's Risk Management Division, and Contractor agrees that no work or services shall be performed prior to the giving of such approval.

- H. The certificate of insurance must include the following provisions stating that:
1. The insurer will not cancel the insured's coverage without prior written notice to County; and
 2. The County of El Dorado, its officers, officials, employees and volunteers are included as additional insured, on an additional insured endorsement, but only insofar as the operations under this Agreement are concerned. This provision shall apply to the general liability policy.
- I. Contractor's insurance coverage shall be primary insurance 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.

In addition, Consultant shall ensure that all subconsultants authorized pursuant to this Agreement shall maintain workers' compensation, general liability, automobile liability and professional liability insurance as specified above and shall provide County with proof of same.

ARTICLE XXIII

Licenses: Contractor warrants and represents that it and any subcontractors authorized under this Agreement are properly certified, registered and/or licensed to provide the services contemplated under this Agreement. Contractor further warrants and represents that it holds a valid California license pursuant to California Department of Consumer Affairs Bureau of Automotive Repair regulations, that its license is in good standing and that it possesses an Automobile Repair Dealer License as required by the categories and types of work to be performed under this Agreement. Contractor and all subcontractors authorized pursuant to this Agreement shall maintain such certifications, registrations and licenses in good standing throughout the term of this Agreement. Copies of Contractor's State Contractors' license(s) must be provided with this Agreement.

ARTICLE XXIV

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 XXV

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 XXVI

Guarantees:

- A. Contractor shall guarantee all materials, parts and equipment furnished and work performed for a period of one (1) year. Contractor warrants and guarantees for a period of one (1) year from the date of invoice that the work is free from all defects due to faulty materials or workmanship and Contractor shall promptly make such corrections as may be necessary, including repairs of any damage to other parts of the work resulting from such defects. County will give notice of observed defects with reasonable promptness. In the event that Contractor should fail to make such repairs, adjustments or other work that may be made necessary by such defects, County may do so and charge Contractor the cost thereby incurred.
- B. If a guaranty exceeding one (1) year is provided by the supplier or manufacturer of any parts or equipment used in the performance of services under this Agreement, then the guarantee for such materials shall be extended for such term. Contractor expressly agrees to act as co-guarantor of such parts,

equipment and materials, and Contractor shall supply County with all warranty and guaranty documents relative to parts, equipment and materials incorporated in the services provided and guaranteed by its suppliers or manufacturers.

- C. Contractor warrants to County that materials, parts and equipment furnished under this Agreement will be of good quality and new, unless otherwise required or permitted by the Agreement, that the work performed will be free from defects or flaws and is of the highest quality of workmanship and that the services provided will conform with the requirements of the Agreement. Work not conforming to these requirements, including substitutions not properly approved and authorized, shall be considered defective.

ARTICLE XXVII

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 XXVIII

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 XXIX

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

ARTICLE XXX

Nondiscrimination:

- A. County may require Contractor's services on projects involving funding from various state and/or federal agencies, and as a consequence, Contractor shall comply with all applicable nondiscrimination statutes and regulations during the performance of this Agreement including but not limited to the following: Contractor and its employees and representatives shall not unlawfully discriminate against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, military and veteran status of any person, marital status, age, sex, gender, gender identity, gender expression, or sexual orientation; Contractor shall, unless exempt, comply with the applicable provisions of the Fair Employment and Housing Act (Government Code, Sections 12900 et seq.) and applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Sections 7285.0 et seq.); the applicable regulations of the Fair Employment and Housing Commission implementing Government Code, Section 12990, set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations incorporated into this Agreement by reference and made a part hereof as if set forth in full; and Title VI of the Civil Rights Act of 1964, as amended. Contractor and its employees and representatives shall give written notice of their obligations under this clause as required by law.
- B. Where applicable, Contractor shall include these nondiscrimination and compliance provisions in any of its agreements that affect or are related to the services performed herein.
- C. Contractor's signature executing this Agreement shall provide any certifications necessary under the federal laws, the laws of the State of California, including but not limited to Government Code Sections 12990 and 8355 and Title 2, California Code of Regulations, Section 8103.

ARTICLE XXXI

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

ARTICLE XXXII

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 XXXIII

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 XXXIV

Contract Administrator: The County Officer or employee with responsibility for administering this Agreement is Contract Administrator's Name, Contract Administrator's Title, Contract Administrator's Unit (if applicable), Community Development Services, Department of Transportation, or successor.

ARTICLE XXXV

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 XXXVI

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 XXXVII

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

ARTICLE XXXVIII

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

ARTICLE XXXIX

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

Requesting Contract Administrator Concurrence:

By: _____ Dated: _____

Contract Administrator's Name
Contract Administrator's Title
Contract Administrator's Unit (if applicable)
Community Development Services
Department of Transportation

Requesting Department Concurrence:

By: _____ Dated: _____

Directors Name
Directors Title
Community Development Services
Department of Transportation

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

-- COUNTY OF EL DORADO --

By: _____

Dated: _____

Board of Supervisors
"County"

Attest:
James S. Mitrison
Clerk of the Board of Supervisors

By: _____

Dated: _____

Deputy Clerk

-- CONTRACTOR'S NAME --

By: _____

Dated: _____

Name
Title
"Contractor"

By: _____

Dated: _____

Name
Corporate Secretary

Contractor's Name

Exhibit A

Fee Schedule

<u>Item</u>	<u>Rate</u>
Labor	\$ _____ / hour
Labor for Painting Services	\$ _____ / hour
Parts (factory, used, aftermarket)	
Materials for Painting (masking for overspray, flex additive, and corrosive protection, etc.)	
Shop Fees and Environmental / Hazardous Waste Disposal Fees	Contractor's Cost*
Subcontractor Charges and Freight Fees	Contractor's Cost*

*Invoices which include charges for parts or materials, subcontractor charges, freight fees, or tow fees based on Contractor's cost shall be accompanied by backup documentation to substantiate Contractor's actual costs for the items billed.

Additional Charges:

Description:	Rate:
_____	_____
_____	_____
_____	_____
_____	_____