

AGREEMENT NUMBER

17R245000

REGISTRATION NUMBER

1. This Agreement is entered into between the State Agency and the Contractee named below:

STATE AGENCY'S NAME

Department of California Highway Patrol

CONTRACTEE NAME

County of El Dorado, Department of Transportation

2. The term of this Agreement is: 01/09/2018 through 12/31/2020

3. The maximum amount of this Agreement is: \$ 324,800.00  
 Three Hundred Twenty-Four Thousand Eight Hundred Dollars and Zero Cents

4. The parties agree to comply with the terms and conditions of the following exhibits which are by this reference made a part of the Agreement.

Exhibit A – Scope of Work	2 pages
Exhibit B – Budget Detail and Payment Provisions	2 pages
Exhibit C* – General Terms and Conditions – with the exception of paragraph #5, which is addressed in Exhibit D, Point 9.	4 pages GTC 610
Exhibit D – Special Terms and Conditions	2 pages

Items shown with an Asterisk (\*), are hereby incorporated by reference and made part of this agreement as if attached hereto. These documents can be viewed at <http://www.dgs.ca.gov/ols/Resources/StandardContractLanguage.aspx>.

**IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.**

<b>CONTRACTEE</b>		<i>California Department of General Services Use Only</i>
CONTRACTEE NAME (if other than an individual, state whether a corporation, partnership, etc.) County of El Dorado, Department of Transportation		
BY (Authorized Signature) 	DATE SIGNED (Do not type)	
PRINTED NAME AND TITLE OF PERSON SIGNING		
ADDRESS 2441 Headington Rd. Placerville, CA 95667		
<b>STATE OF CALIFORNIA</b>		
AGENCY NAME Department of California Highway Patrol		
BY (Authorized Signature) 	DATE SIGNED (Do not type)	
PRINTED NAME AND TITLE OF PERSON SIGNING P. SLINEY, Assistant Chief, Administrative Services Division		
ADDRESS P.O. Box 942898, Sacramento, CA 94298-0001		

Exempt per:

**EXHIBIT A  
(Standard Agreement)**

**SCOPE OF WORK**

1. The County of El Dorado agrees to reimburse the Department of California Highway Patrol (CHP) for costs associated with traffic control related services for various County construction projects within the vicinity of El Dorado County, as requested via phone, fax or e-mail by County's Contract Administrator.
2. The services shall be provided during:

The hours of duty performed by CHP officer(s) under this Agreement are those mutually agreed upon by CHP Project Representative and County's Contract Administrator. Any changes to the proposed plan such as additional hours, dates, and sites for traffic control can be requested and/or on an "as needed" basis and must be mutually agreed upon by the local CHP command and County's Contract Administrator.

3. The project representatives during the term of this agreement will be:

STATE AGENCY Department of California Highway Patrol		CONTRACTEE County of El Dorado, Department of Transportation	
NAME Officer, Gerardo Cruz		NAME John Kahling P.E., Deputy Director	
TELEPHONE NUMBER (530) 622-1110	TELEPHONE NUMBER (530) 642-4974	FAX NUMBER (530) 642-9238	

Direct all inquiries to :

STATE AGENCY Department of California Highway Patrol		CONTRACTEE County of El Dorado, Department of Transportation	
SECTION/UNIT Business Services Section, Contract Services Unit		E-MAIL ADDRESS John.kahling@edcgov.us	
ATTENTION Andrea Baker, Contract Analyst		ATTENTION John Kahling P.E., Deputy Director	
ADDRESS P.O. Box 942898 Sacramento, CA 94298-0001		ADDRESS 2441 Headington Rd. Placerville, CA 95667	
TELEPHONE NUMBER (916) 843-3610	FAX NUMBER (916) 322-3166	TELEPHONE NUMBER (530) 642-4974	FAX NUMBER (530) 642-9238

**EXHIBIT A  
(Standard Agreement)**

**SCOPE OF WORK** (Continued)

4. Detailed description of work to be performed:

- A. CHP Placerville Area office shall provide CHP officer(s) with vehicles and coordinate all traffic control. Should the CHP Placerville Area be unable to fill the necessary staffing for each event, the shortage of CHP Officers will be utilized from out-of-Area uniformed personnel.
- B. The traffic control service to be performed by CHP officer(s) under this Agreement, including the standards of performance, discipline and control thereof, shall be the responsibility of CHP.
- C. It is understood by the County of El Dorado that billing of CHP officer(s) time shall be from portal to portal (CHP Area office to the service location and return to CHP Area office) except as specified in Item D.
- D. If the CHP officer(s) has reported to the assigned location and has worked less than four (4) hours, the County of El Dorado agrees to pay every assigned CHP officer(s) a minimum of four (4) hours overtime. Exception: This does not apply to those cases when the hours worked are part of an extended shift.

If the CHP officer(s) report(s) to the assigned service location and if for any reason CHP reassigns the officer(s) away from the service location, the County of El Dorado will be billed only for the officer(s) actual time incurred from the CHP Area office to the service location and for the time spent at the assigned service location covered under this Agreement.

E. CANCELLATION

The County of El Dorado shall not be charged for service cancellations made more than 24 hours prior to the scheduled assignment.

- 1) The County of El Dorado agrees that if service cancellation is made within 24 hours prior to the scheduled assignment and the assigned CHP officer(s) cannot be notified of such service cancellation, a minimum of four (4) hours overtime shall be charged for each assigned CHP officer.
- 2) The County of El Dorado agrees that if service cancellation is made within 24 hours prior to the scheduled assignment and CHP officer(s) is notified of such service cancellation, the County of El Dorado shall only be charged a short notice service cancellation fee of \$50.00 per assigned CHP officer(s).
- 3) All service cancellation notices to CHP must be made during normal CHP business hours of 8:00 a.m. to 5:00 p.m., Monday through Friday, excluding state holidays.
- 4) The CHP agrees to make reasonable efforts to notify the assigned CHP officer(s) of the service cancellation.

**EXHIBIT B  
(Standard Agreement)**

**BUDGET DETAIL AND PAYMENT PROVISIONS**

**1. Invoicing and Payment**

- A. The CHP shall provide the County of El Dorado with an itemized invoice which details all CHP costs for traffic control services under this Agreement.

Monthly itemized invoices will be submitted in duplicate to:

County of El Dorado, Department of Transportation  
2850 Fairlane Court  
Placerville, CA 95667  
Attn: Accounts Payable (530) 621-5900

The County of El Dorado agrees to pay CHP within thirty (30) days after the date of the invoice.

- B. This Agreement includes hourly usages and anticipated mileage for various County construction projects within the vicinity of El Dorado County, as requested via phone, fax or e-mail by County's Contract Administrator.
- C. In consideration for the traffic control services contained here, the County of El Dorado agrees to reimburse the CHP upon receipt of an itemized invoice. The County of El Dorado agrees to reimburse the CHP for the actual hours worked by CHP officers (at the overtime rate, described below) at the time services are provided. The rates indicated in this agreement are for estimate purposes only. It is understood by both parties that rate increases in salary and benefits are governed by collective bargaining agreements and/or statute and that no advance written notification is necessary prior to implementing the increased rates. In the event CHP is granted a rate increase, the County of El Dorado agrees to pay the increased rate. The following information is the CHP officer and sergeant overtime pay rates effective Fiscal Year 17/18, until superseded:

**CLASSIFICATION**

**OVERTIME RATE**

CHP Officer Overtime	\$ 90.45 per hour
CHP Sergeant Overtime	\$110.03 per hour
M/C Sergeant Overtime	\$114.41 per hour
CHP Automobile	\$ 0.83 per mile
CHP Motorcycle	\$ 1.07 per mile

- D. The total amount of this Agreement shall not exceed \$324,800.00 (Three Hundred Twenty-Four Thousand Eight Hundred Dollars and Zero Cents).

**EXHIBIT B**  
**(Standard Agreement)**

**BUDGET DETAIL AND PAYMENT PROVISIONS** *(Continued)*

E. Cancellation of Services

County of El Dorado, Department of Transportation shall not be charged for service cancellations made more than 24 hours prior to the scheduled assignment.

- 1) County of El Dorado, Department of Transportation agrees that if service cancellation is made within 24 hours prior to the scheduled assignment and the assigned CHP officer(s) cannot be notified of such service cancellation, a minimum of four (4) hours overtime shall be charged for each assigned CHP officer.
- 2) County of El Dorado, Department of Transportation agrees that if service cancellation is made within 24 hours prior to the scheduled assignment and CHP officer(s) is notified of such service cancellation, County of El Dorado, Department of Transportation shall only be charged a short notice service cancellation fee of \$50.00 per assigned CHP officer(s).
- 3) All service cancellation notices to CHP must be made during normal CHP business hours of 8:00 a.m. to 5:00 p.m., Monday through Friday, excluding state holidays.
- 4) The CHP agrees to make reasonable efforts to notify the assigned CHP officer(s) of the service cancellation.

## **EXHIBIT C (Standard Agreement)**

### **GENERAL TERMS AND CONDITIONS**

1. **APPROVAL**: This Agreement is of no force or effect until signed by both parties and approved by the Department of General Services, if required. Contractee may not commence performance until such approval has been obtained.
2. **AMENDMENT**: No amendment or variation of the terms of this Agreement shall be valid unless made in writing, signed by the parties and approved as required. No oral understanding or Agreement not incorporated in the Agreement is binding on any of the parties.
3. **ASSIGNMENT**: This Agreement is not assignable by the Contractee, either in whole or in part, without the consent of the State in the form of a formal written amendment.
4. **AUDIT**: Contractee 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 any records and supporting documentation pertaining to the performance of this Agreement. Contractee 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. Contractee 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, Contractee 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 et seq., CCR Title 2, Section 1896).
5. **INDEMNIFICATION**: ~~Contractee agrees to indemnify, defend and save harmless the State, its officers, agents and employees from any and all claims and losses accruing or resulting to any and all contractees, subcontractees, suppliers, laborers, and any other person, firm or corporation furnishing or supplying work services, materials, or supplies 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 Contractee in the performance of this Agreement.~~
6. **DISPUTES**: Contractee shall continue with the responsibilities under this Agreement during any dispute.
7. **TERMINATION FOR CAUSE**: The State may terminate this Agreement and be relieved of any payments should the Contractee fail to perform the requirements of this Agreement at the time and in the manner herein provided. In the event of such termination the State may proceed with the work in any manner deemed proper by the State. All costs to the State shall be deducted from any sum due the Contractee under this Agreement and the balance, if any, shall be paid to the Contractee upon demand.
8. **INDEPENDENT CONTRACTEE**: Contractee, and the agents and employees of Contractee, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of the State.
9. **RECYCLING CERTIFICATION**: The Contractee shall certify in writing under penalty of perjury, the minimum, if not exact, percentage of post consumer material as defined in the Public Contract Code Section 12200, in products, materials, goods, or supplies offered or sold to the State regardless of whether the product meets the requirements of Public Contract Code Section 12209. With respect to printer or duplication cartridges that comply with the requirements of Section 12156(e), the certification required by this subdivision shall specify that the cartridges so comply (Pub. Contract Code §12205).

**EXHIBIT C  
(Standard Agreement)**

**GENERAL TERMS AND CONDITIONS** *(Continued)*

10. **NON-DISCRIMINATION CLAUSE**: During the performance of this Agreement, Contractee and its subcontractees shall not deny the contract's benefits to any person on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status, nor shall they discriminate unlawfully against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status. Contractee shall insure that the evaluation and treatment of employees and applicants for employment are free of such discrimination. Contractee and subcontractees shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12900 et seq.), the regulations promulgated thereunder (Cal. Code Regs., tit. 2, §11000 et seq.), the provisions of Article 9.5, Chapter 1, Part 1, Division 3, Title 2 of the Government Code (Gov. Code §§11135-11139.5), and the regulations or standards adopted by the awarding state agency to implement such article. Contractee shall permit access by representatives of the Department of Fair Employment and Housing and the awarding state agency upon reasonable notice at any time during the normal business hours, but in no case less than 24 hours' notice, to such of its books, records, accounts, and all other sources of information and its facilities as said Department or Agency shall require to ascertain compliance with this clause. Contractee and its subcontractees shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement. (See Cal. Code Regs., tit. 2, §11105.)

Contractee shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the Agreement.

11. **CERTIFICATION CLAUSES**: The CONTRACTEE CERTIFICATION CLAUSES contained in the document CCC 04/2017 are hereby incorporated by reference and made a part of this Agreement by this reference as if attached hereto.
12. **TIMELINESS**: Time is of the essence in this Agreement.
13. **COMPENSATION**: The consideration to be paid Contractee, as provided herein, shall be in compensation for all of Contractee's expenses incurred in the performance hereof, including travel, per diem, and taxes, unless otherwise expressly so provided.
14. **GOVERNING LAW**: This contract is governed by and shall be interpreted in accordance with the laws of the State of California.
15. **ANTITRUST CLAIMS**: The Contractee by signing this agreement hereby certifies that if these services or goods are obtained by means of a competitive bid, the Contractee shall comply with the requirements of the Government Codes Sections set out below.

A. The Government Code Chapter on Antitrust claims contains the following definitions:

- 1) "Public purchase" means a purchase by means of competitive bids of goods, services, or materials by the State or any of its political subdivisions or public agencies on whose behalf the Attorney General may bring an action pursuant to subdivision (c) of Section 16750 of the Business and Professions Code.

**EXHIBIT C  
(Standard Agreement)**

**GENERAL TERMS AND CONDITIONS** *(Continued)*

- 2) "Public purchasing body" means the State or the subdivision or agency making a public purchase. Government Code Section 4550.
- B. In submitting a bid to a public purchasing body, the bidder offers and agrees that if the bid is accepted, it will assign to the purchasing body all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, materials, or services by the bidder for sale to the purchasing body pursuant to the bid. Such assignment shall be made and become effective at the time the purchasing body tenders final payment to the bidder. Government Code Section 4552.
- C. If an awarding body or public purchasing body receives, either through judgment or settlement, a monetary recovery for a cause of action assigned under this chapter, the assignor shall be entitled to receive reimbursement for actual legal costs incurred and may, upon demand, recover from the public body any portion of the recovery, including treble damages, attributable to overcharges that were paid by the assignor but were not paid by the public body as part of the bid price, less the expenses incurred in obtaining that portion of the recovery. Government Code Section 4553.
- D. Upon demand in writing by the assignor, the assignee shall, within one year from such demand, reassign the cause of action assigned under this part if the assignor has been or may have been injured by the violation of law for which the cause of action arose and (a) the assignee has not been injured thereby, or (b) the assignee declines to file a court action for the cause of action. See Government Code Section 4554.
16. **CHILD SUPPORT COMPLIANCE ACT:** For any Agreement in excess of \$100,000, the contractee acknowledges in accordance with Public Contract Code 7110, that:
- A. The contractee recognizes the importance of child and family support obligations and shall fully comply with all applicable state and federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Chapter 8 (commencing with section 5200) of Part 5 of Division 9 of the Family Code; and
- B. The contractee, to the best of its knowledge is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department.
17. **UNENFORCEABLE PROVISION:** In the event that any provision of this Agreement is unenforceable or held to be unenforceable, then the parties agree that all other provisions of this Agreement have force and effect and shall not be affected thereby.
18. **PRIORITY HIRING CONSIDERATIONS:** If this Contract includes services in excess of \$200,000, the Contractee shall give priority consideration in filling vacancies in positions funded by the Contract to qualified recipients of aid under Welfare and Institutions Code Section 11200 in accordance with Pub. Contract Code §10353.



**EXHIBIT C  
(Standard Agreement)**

**GENERAL TERMS AND CONDITIONS** *(Continued)*

19. **SMALL BUSINESS PARTICIPATION AND DVBE PARTICIPATION REPORTING REQUIREMENTS:**

- A. If for this Contract Contractee made a commitment to achieve small business participation, then Contractee must within 60 days of receiving final payment under this Contract (or within such other time period as may be specified elsewhere in this Contract) report to the awarding department the actual percentage of small business participation that was achieved. (Govt. Code § 14841.)
- B. If for this Contract Contractee made a commitment to achieve disabled veteran business enterprise (DVBE) participation, then Contractee must within 60 days of receiving final payment under this Contract (or within such other time period as may be specified elsewhere in this Contract) certify in a report to the awarding department: (1) the total amount the prime Contractee received under the Contract; (2) the name and address of the DVBE(s) that participated in the performance of the Contract; (3) the amount each DVBE received from the prime Contractee; (4) that all payments under the Contract have been made to the DVBE; and (5) the actual percentage of DVBE participation that was achieved. A person or entity that knowingly provides false information shall be subject to a civil penalty for each violation. (Mil. & Vets. Code § 999.5(d); Govt. Code § 14841.)

20. **LOSS LEADER:**

If this contract involves the furnishing of equipment, materials, or supplies then the following statement is incorporated: It is unlawful for any person engaged in business within this state to sell or use any article or product as a "loss leader" as defined in Section 17030 of the Business and Professions Code. (PCC 10344(e).)

**EXHIBIT D  
(Standard Agreement)**

**SPECIAL TERMS AND CONDITIONS**

1. The CHP 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. The CHP and the County of El Dorado, agree that this Agreement may be amended by written mutual consent of the parties hereto.
4. Unforeseen events may require CHP officer(s) to expend hours in excess of the original estimate. Any costs in excess of the original estimated amount will be processed by appropriate amendment to the Agreement, to reflect the actual costs incurred.
5. Additional charges may be assessed for CHP supplies, additional equipment utilized, damage to property repaired or replaced at state expense, which are directly related to the services provided herein, but only to the extent such supplies or additional equipment are specifically requested in writing by the County of El Dorado or such need for repair or replacement of property arises directly from the County of El Dorado gross misconduct or willful negligence with respect to the property.
6. Gifts, donations, or gratuities may not be accepted by CHP employees in their own behalf or in behalf of the Department, informal squad club, or other local funds.
7. 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
8. 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).
9. 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 accruing or resulting to any and all contractees, subcontractees, suppliers, laborers, and any other person, firm, or corporation furnishing or supplying work, services, materials, or supplies 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.
10. The County of El Dorado agrees to provide CHP 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.

**EXHIBIT D**  
**(Standard Agreement)**

**SPECIAL TERMS AND CONDITIONS** *(Continued)*

11. The County Officer or employee with responsibility for administering this Agreement is John Kahling, P.E., Deputy Director, Engineering, Transportation Division, Community Development Agency.
12. These special terms and conditions shall take precedence over any conflicting provisions contained elsewhere in this Agreement.