



## 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 <b>Department of California Highway Patrol</b>	
NAME <b>Sergeant John Mueller</b>	
TELEPHONE NUMBER <b>(530) 622-1110</b>	EMAIL <a href="mailto:JMueller@chp.ca.gov">JMueller@chp.ca.gov</a>

#### **Direct all inquiries to:**

STATE AGENCY <b>Department of California Highway Patrol</b>		CONTRACTEE <b>County of El Dorado, Department of Transportation</b>	
SECTION/UNIT <b>Contract Services Unit</b>		E-MAIL ADDRESS <a href="mailto:John.kahling@edcgov.us">John.kahling@edcgov.us</a>	
ATTENTION <b>Nancy Peshoff, Contract Analyst</b>		ATTENTION <b>John Kahling P.E., Deputy Director Engineering</b>	
ADDRESS <b>601 North 7<sup>th</sup> Street, Sacramento, CA 95811</b>		ADDRESS <b>2441 Headington Rd., Placerville, CA 95667</b>	
TELEPHONE NUMBER <b>(916) 843-3610</b>	EMAIL <a href="mailto:Nancy.peshoff@chp.ca.gov">Nancy.peshoff@chp.ca.gov</a>	TELEPHONE NUMBER <b>(530) 642-4974</b>	FAX NUMBER <b>(530) 642-9238</b>















**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. Mutual Indemnification: CHP shall defend, indemnify and hold Contractor, its officials, officers, employees, agents, and volunteers free and harmless from any and all liability from loss, damage, or injury to property or persons, including wrongful death, to the extent arising out of or incident to any negligent acts, omissions, or willful misconduct of CHP, its officials, officers, employees, agents, and volunteers arising out of or in connection with CHP 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, Department of Transportation..
12. These special terms and conditions shall take precedence over any conflicting provisions contained elsewhere in this Agreement.