

**Sierra County
Board of Supervisors'
Agenda Transmittal &
Record of Proceedings**

MEETING DATE: September 15, 2020	TYPE OF AGENDA ITEM: <input type="checkbox"/> Regular <input type="checkbox"/> Timed <input checked="" type="checkbox"/> Consent
DEPARTMENT: Public Works and Transportation	
APPROVING PARTY: Tim H. Beals, Director	
PHONE NUMBER: 530-289-3201	

AGENDA ITEM: Approval of State of California Standard Agreement with the State Department of Parks and Recreation for funding for the Over Snow Vehicle Program grooming, plowing and maintenance services through September 30, 2024.

SUPPORTIVE DOCUMENTS ATTACHED: Memo Resolution Agreement Other

BACKGROUND INFORMATION: This agreement is the vehicle through which funding becomes available to operate the successful snow grooming program. This is a 3 year agreement.

FUNDING SOURCE: State Parks & Recreation
GENERAL FUND IMPACT: No General Fund Impact
OTHER FUND:
AMOUNT: \$648,000 over 3 years Revenue N/A

ARE ADDITIONAL PERSONNEL REQUIRED? <input type="checkbox"/> Yes, -- -- <input checked="" type="checkbox"/> No	IS THIS ITEM ALLOCATED IN THE BUDGET? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No IS A BUDGET TRANSFER REQUIRED? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
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SPACE BELOW FOR CLERK'S USE

BOARD ACTION: <input type="checkbox"/> Approved <input type="checkbox"/> Approved as amended <input type="checkbox"/> Adopted <input type="checkbox"/> Adopted as amended <input type="checkbox"/> Denied <input type="checkbox"/> Other <input type="checkbox"/> No Action Taken	<input type="checkbox"/> Set public hearing For: _____ <input type="checkbox"/> Direction to: _____ <input type="checkbox"/> Referred to: _____ <input type="checkbox"/> Continued to: _____ <input type="checkbox"/> Authorization given to: _____	Resolution 2020- _____ Agreement 2020- _____ Ordinance _____ Vote: Ayes: Noes: Abstain: Absent: <input type="checkbox"/> By Consensus
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COMMENTS:

CLERK TO THE BOARD _____	DATE _____
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STANDARD AGREEMENT

STD 213 (Rev. 04/2020)

AGREEMENT NUMBER C20V0009	PURCHASING AUTHORITY NUMBER (If Applicable)
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1. This Agreement is entered into between the Contracting Agency and the Contractor named below:

CONTRACTING AGENCY NAME

Department of Parks and Recreation

CONTRACTOR NAME

Sierra County Department of Public Works

2. The term of this Agreement is:

START DATE

October 1, 2020 or upon DGS approval, whichever is later

THROUGH END DATE

September 30, 2024

3. The maximum amount of this Agreement is:

\$648,000.00 Six Hundred Forty Eight Thousand Dollars

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.

Exhibits	Title	Pages
Exhibit A	Scope of Work	1
Exhibit A, Attachment 1	Description of Services	2
Exhibit A, Attachment 2	"Over Snow Vehicle (OSV) Program: Environmental Impact Report (EIR)"-December 2010, Department of Parks and Recreation, OHMVR Division. This document is hereby incorporated by reference and made part of this agreement as if attached hereto. It is available for viewing at http://ohv.parks.ca.gov/?page_id=26379	
+ - Exhibit A, Attachment 3	"California Snowmobile Trail Grooming"-October 1997, Department of Park and Recreation, OHMVR Division. This document is hereby incorporated by reference and made part of this agreement as if attached hereto. It is available for viewing at: http://ohv.parks.ca.gov/pages/1140/files/ExA-Attach3-GroomingGuidelines.pdf	
+ - Exhibit A, Attachment 4	Reporting Requirements	1
+ - Exhibit A, Attachment 5	State-Owned Equipment	4
+ - Exhibit B	Budget Detail and Payment Provisions	1
+ - Exhibit B, Attachment 1	Billing Procedures	1
+ - Exhibit B, Attachment 2	Cost Breakdown	1
+ - Exhibit C*	General Terms and Conditions	04/2017
+ - Exhibit D	Special Terms and Conditions	2
+ - Exhibit E	Additional Provisions	1

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 <https://www.dgs.ca.gov/OLS/Resources>

STATE OF CALIFORNIA - DEPARTMENT OF GENERAL SERVICES

STANDARD AGREEMENT

STD 213 (Rev. 04/2020)

AGREEMENT NUMBER C20V0009	PURCHASING AUTHORITY NUMBER (If Applicable)
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IN WITNESS WHEREOF, THIS AGREEMENT HAS BEEN EXECUTED BY THE PARTIES HERETO.

CONTRACTOR

CONTRACTOR NAME (if other than an individual, state whether a corporation, partnership, etc.)

Sierra County Department of Public Works

CONTRACTOR BUSINESS ADDRESS PO Box 98	CITY Downieville	STATE CA	ZIP 95936
PRINTED NAME OF PERSON SIGNING Jim Beard	TITLE BOS Chair		
CONTRACTOR AUTHORIZED SIGNATURE	DATE SIGNED		

STATE OF CALIFORNIA

CONTRACTING AGENCY NAME

Department of Parks and Recreation

CONTRACTING AGENCY ADDRESS 1416 9th Street, Suite 940	CITY Sacramento	STATE CA	ZIP 95814
PRINTED NAME OF PERSON SIGNING Kristal Simpson	TITLE Chief, Business Management Services		
CONTRACTING AGENCY AUTHORIZED SIGNATURE	DATE SIGNED		

CALIFORNIA DEPARTMENT OF GENERAL SERVICES APPROVAL	EXEMPTION (If Applicable)
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EXHIBIT A (Standard Agreement)

SCOPE OF WORK

1. Contractor agrees to provide to the Department of Parks and Recreation (DPR) grooming and plowing services as described herein:

Contractor shall provide all tools, equipment, and labor necessary to perform winter trail and trailhead services in accordance with specifications outlined in **Exhibit A**, **Exhibit B**, and all corresponding Attachments.

All services will be provided in accordance with **Exhibit A, Attachment 2, OSV Program: EIR**, which is incorporated by reference as if attached hereto. http://ohv.parks.ca.gov/?page_id=26379

Grooming services will be provided in accordance with **Exhibit A, Attachment 3, California Snowmobile Trail Grooming**, which is incorporated by reference as if attached hereto. <http://ohv.parks.ca.gov/pages/1140/files/ExA-Attach3-GroomingGuidelines.pdf>

2. The services shall be performed at:
Little Truckee Summit, Bassetts and Prosser Hill OSV Trailheads and Trail Systems.
3. The services shall be provided during:
8:00am-5:00pm, Sunday through Saturday. Excluding State and National Holidays.
4. The project representatives during the term of this Agreement will be:

State Agency:	Department of Parks and Recreation Mobile Equipment Management Office	Contractor:	Sierra County Department of Public Works
Primary POC:	Talina Hagler, Program Coordinator (PC)	Primary POC:	Bryan Davey, Deputy Director
Phone/Email:	(916) 263-0617, talina.hagler@parks.ca.gov	Phone/Email:	(530) 289-3201, bdavey@sierracounty.ca.gov
Secondary POC:	Case Belltawn, Program Manager (PM)	Secondary POC:	Tim Beals, Director
Phone/Email:	(916) 870-9121, case.belltawn@parks.ca.gov	Phone/Email:	(530) 289-3201, tbeals@sierracounty.ca.gov
Address:	4940 Lang Avenue, Bay H	Address:	PO Box 98
City/State/Zip Code:	McClellan Park, CA 95652	City/State/Zip Code:	Downieville, CA 95936

**EXHIBIT A,
ATTACHMENT 1**

DESCRIPTION OF SERVICES

During the winter months of November through May, Contractor shall provide the following services to Little Truckee Summit and Bassetts Over Snow Vehicle (OSV) areas:

Snow Removal: Snow plowing, blowing, and sanding services as required on three (3) trailheads, and as necessary for safe travel to and from these trailheads. All entries to buildings, dumpster enclosures, fire lanes, public sidewalks, and walkways must be free of accumulated snow and ice.

Grooming: Grooming services on 220-miles of designated roads and trails within Sierra County, Tahoe National Forest, and Plumas National Forest. Grooming services will be performed as needed based on snow conditions and operational needs. Prior to the commencement of grooming for the season, Contractor shall submit a written request to groom in accordance with the *Annual Instructions*. Contractor will not commence grooming until approval is granted in writing by Program Coordinator or Program Manager. All grooming will be conducted in accordance with the specifications outlined in ***California Snowmobile Trail Grooming (1997)***, which is incorporated by reference as **Exhibit A, Attachment 3**.

Miscellaneous Expenses: The following services are pre-approved with the specified funding limitations:

Trail Clearance/Hazard Removal: Clearance of downed trees and/or limbs, only when: 1) they present an immediate hazard to the safe usage of the trail; or 2) are damaged by extreme wind and/or snow accumulation; or 3) are obstructing the passage of grooming equipment. Any trail clearance expenses in excess of **\$5,000 in a single season** require the advance written approval of the Program Coordinator or Program Manager. OSV Program is not responsible for clearance associated with regular road/trail maintenance and/or summertime use.

Trail Markers: Purchase, installation, and removal of markers/signs associated with the OSV trails and trailheads. These may include:

- Directional markers
- Poles/stakes
- Reassurance markers
- Fiberglass delineators
- Regulatory signs
- Hazard identification

Any single sign exceeding **\$500** in value requires the advance written approval of the Program Coordinator or Program Manager.

Expenses Subject to Approval: All expenses not listed above require the advance written approval of the Program Coordinator or Program Manager. Expenses submitted without written approval may not be considered for reimbursement.

Excluded Expenses: OSV Program will not be responsible for Expenses associated with the following:

- Replacement of damaged, lost, or stolen tools.
- Repairs to existing facilities such as groomer sheds, warming huts, or restrooms.
- Repairs, modifications, and accessories associated with OSVs.
- Administrative work.

Annual Instructions: Procedures, deadlines, and forms may vary from season to season based on program needs. Variations will be administrative in nature and remain consistent with the terms outlined herein. Any variations inconsistent with these terms will constitute a formal amendment.

Specific procedures, deadlines, and forms for the season will be outlined in the *Annual Instructions*. *Annual Instructions* will be distributed a minimum of once each season by the Program Coordinator. Revisions may be made and distributed as needed throughout the grooming season. Contractor shall operate in accordance with the procedures outlined in the most recent revision of the *Annual Instructions*.

Amendments: This agreement may be amended with mutual consent of the parties hereto. This agreement may be amended to extend the term and add funds, at the same rates, in the event that unforeseen circumstances require additional services.

**EXHIBIT A,
 ATTACHMENT 4
 REPORTING REQUIREMENTS**

Submission: Contractor shall submit all reports to the Program Coordinator unless a designee is identified in the *Annual Instructions*. *Annual Instructions* will be distributed by e-mail at the beginning of each season. All reports must be submitted by e-mail within the timeframes identified below. If e-mail is unavailable, Contractor shall contact the Program Coordinator prior to the deadline to make alternate arrangements.

Daily Equipment Report: Contractor shall maintain a **Daily Equipment Report (DER)** (sample below), showing each use of the state-owned tractor. This information must be reported on the most recent revision of the **DER** template, which will be distributed by the Program Coordinator with the *Annual Instructions*. All **DERs** must be submitted to the Program Coordinator or identified designee on or before **the 3rd of each month**. Each report will detail all grooming and fueling activity for the previous month. This must include the total hours and miles groomed on each day of the month. Operator will also document the specific trail segments groomed and the exact mileage for each.

Additional Information: OSV Program reserves the right to request additional information and/or reports on an as-needed basis.

OSV Program Daily Equipment Report Grooming and Fuel Log							Page _____ of _____	
Service Period: _____ <small>(Month/Year)</small>			<small>Revised 7/12/2018</small>		Year/Make/Model: <u>2012 Pisten Bully 400</u>		<small>Attach another page if more lines are needed.</small>	
Forest/Location: <u>Shasta-Trinity National Forest, Pilgrim Creek OSV Area</u>					Property #: <u>D17900</u>			
Grooming Activity							Beginning Hour Meter: <small>(Reading on the First Day of the Month)</small>	
Date	Beg Meter Reading	End Meter Reading	Hours Groomed	Trail System(s)	Operator's Certification* <small>(Signature)</small>	Comments		
Total Hours Groomed: _____					Ending Hour Meter: <small>(Reading on the Last Day of the Month)</small>			
Fuel Activity								Beginning Fuel Meter: <small>(Gallons on the First Day of the Month)</small>
Date	Purchaser	Gallons Purchased	Clear	Read	Purchase Method	Gallons Fueled	Fueler	Comments
Total Gallons Purchased: _____				Total Gallons Fueled: _____		Ending Fuel Meter: <small>(Gallons on the Last Day of the Month)</small>		
Report Certified By (Name & Title) _____				Signature _____		Date _____		

**EXHIBIT A,
ATTACHMENT 5
STATE-OWNED EQUIPMENT**

Use Privileges: OSV Program shall provide one (1) state-owned tractor for the performance of trail grooming services on the Bassetts trail system. Tractor use is limited to services necessary to meet the requirements identified in this contract.

Operator Oversight: Prior to operation, Contractor shall certify that each Operator is fully qualified to operate the state-owned tractor. This includes meeting all of the following requirements:

- Volunteer Operators must be formally enrolled as volunteers for the forest or county.
- Each Operator must possess the following physical abilities:
 - See 20/40 or better with both eyes together, with or without corrective lenses.
 - Horizontal temporal visual field of at least 110 degrees from the center.
 - First perceives a forced whispered voice in the better ear at not less than five feet with or without the use of a hearing aid.
 - Climbing, balancing, stooping, kneeling, reaching, standing, walking, pushing, pulling, lifting, grasping, and repetitive motions.
- Contractor shall designate one Primary Operator to oversee the local grooming operation. The Primary Operator must undergo Kässbohrer's *Advanced Snow Grooming* program, or similar training pre-approved in writing by Program Coordinator or Program Manager. Additional Operators may request *Advanced Snow Grooming* training; however approval will be at the sole discretion of OSV program.
- Each Operator must undergo Kässbohrer's *Entry Level Snow Grooming* program, or similar training pre-approved in writing by Program Coordinator or Program Manager. All training expenses are subject to pre-approval based on program needs. Prior to scheduling training, Contractor shall contact the Program Coordinator to request written approval.
- Prior to operating unsupervised, each Operator must complete a minimum of forty (40) hours of hands-on operation under the Primary Operator's supervision. These supervised hours must be documented in writing by the Primary Operator. If the Primary Operator is unavailable, Contractor shall contact the Program Coordinator to arrange alternate supervision.

Contractor shall maintain a file for each Operator to document completion of the above requirements. OSV Program reserves the right to inspect these files at any time.

Pre-Use Inspection: Prior to each use, Operator shall complete a pre-use inspection. Pre-use inspection must address the following requirements:

Fluids: All fluids, including but not limited to engine oil, coolant, hydraulic fluid, brake fluid, and transmission fluid, are clean and at the appropriate levels; no leaks are present.

Fuel: Main and auxiliary fuel tanks are both full; caps are securely tightened.

Battery: terminals are clean; load test is performed as needed.

Tracks: Track tension is equally tight on both sides of the tractor; Tracks are free of wear and damage; belts are secure and tight.

Tires: Proper inflation according to the operator's manual; no cuts or breaks in the tread or sidewalls.

Windshield: Complete visibility from the inside of the seat of the tractor; no cracks or chips in the glass; wipers are in good condition and fully functional.

Fire Extinguisher: Fire extinguisher is charged and easily accessible.

Three Point Hitch: All attached or mounted equipment is securely fastened.

Miscellaneous: All miscellaneous components, including but not limited to heater, lights, gauges, and instruments, are working properly.

Maintenance and Repairs: All service providers must be approved in advance by OSV Program. Prior to scheduling any work, Contractor must obtain written approval from the Program Coordinator or Program Manager.

Documentation of Service: Contractor shall maintain an *Automobile Maintenance Record* showing all maintenance and repair work performed on the tractor. OSV Program shall provide a blank *Automobile Maintenance Record* book upon assignment of the tractor. This book must be retained in the tractor at all times until a new book is required. *Automobile Maintenance Record* must include the following information:

- Date(s) of service
- Hour meter reading
- Type(s) of work performed
- Name of service provider/company
- Job completion hours

Maintenance: Contractor shall monitor and follow the manufacturer's recommended schedule outlined in the service intervals for the model. For a sample maintenance schedule, refer to page 4 of **Exhibit A, Attachment 5, *Estimated Service Intervals***. OSV Program shall provide the official service intervals upon assignment of the tractor. Prior to performing maintenance services, Contractor must obtain written approval from the Program Coordinator or Program Manager. No maintenance services may be performed without the advance written approval of the Program Coordinator or Program Manager.

Repairs: Contractor shall immediately notify Program Coordinator of any issues observed during use. Prior to scheduling repairs, Contractor must obtain written approval from the Program Coordinator or Program Manager. No repairs may be performed without the advance written approval of the Program Coordinator or Program Manager.

Post-Season Service: Upon conclusion of the grooming season, each tractor will undergo post-season service. Tractors will be inspected and assessed for

maintenance needs and any necessary repairs. Contractor shall work with OSV Program to ensure timely completion of post-season service.

Diesel Fuel: Contractor shall provide diesel fuel specifically for use in the state-owned tractor. This fuel may not be used for any other purpose. When feasible, the diesel fuel will be dyed red for off-road use. ***Under no circumstances will the Contractor use biodiesel and/or blends.*** Options for purchasing diesel fuel are listed below in order of preference.

The fuel for the state-owned tractor will be stored and tracked separately from any other fuel. Contractor will maintain an ongoing fuel tank log showing each transaction involving the addition or removal of fuel. This log must remain with the fuel tank at all times and may not be removed for any reason. OSV Program reserves the right to inspect the fuel tank log at any time without notice. Fuel activity will be reported on the DER form monthly as outlined in **Exhibit A, Attachment 4, Reporting Requirements.**

- 1.) **Contractor-Administered:** When possible, Contractor shall administer the purchase of diesel fuel and bill the State for reimbursement. Additional funds will be provided for diesel fuel billed to the State. Bills for diesel fuel will include backup documentation as outlined in **Exhibit B, Attachment 1, Billing Procedures.**
- 2.) **Statewide Contract:** When option #1 is unfeasible, Contractor may request permission to order fuel through the statewide bulk fuel contract. ***This request must be submitted to the State in writing at least 30-days prior to the first delivery request.***
- 3.) **State Voyager Card:** When options #1 and #2 are unfeasible, Contractor may request use of State Voyager card for the purchase of diesel fuel for the state-owned tractor. This purchase method will be phased-out as an option in the near future. It is considered a last resort, only available when other options have been exhausted.

Revocation of Privileges: OSV Program reserves the right to revoke equipment privileges at any time for violation of requirements outlined above. OSV Program shall issue a warning in writing no less than thirty days prior to revocation. In the event that such violations result in damage to state-owned equipment and/or impacts on public safety, privileges may be immediately revoked without warning.

Happy Trails Snow Groomer Service Intervals

Engine:

500 h	oil and filter	8.312.105.003.0
500 h	fuel filter suction	8.312.105.005.0
500 h	fuel filter pressure	8.312.105.004.0
each year/1,200 h	air filter	8.319.171.200.0
3 years/3,600 h	changing of coolant	
500 h	coolant filter	8.312.105.021.0
1,200 h	adjust valve clearances	

Gearbox:

*100/800 h	changing of oil in transmission gearbox
*100/400 h	changing of oil in planetary gearboxes

Hydraulic:

each year/1,200 h	changing of oil	(ATF Type-F/ Dex.3)
*100/1,200 h	changing of filter	8.216.785.505.0
*100/1,200 h	checking of hydraulic pressures (all)	

Additional Filters:

Screw-in filter in tank (small)		8.216.658.200.0
Screw-in filter in tank (large)		8.216.784.200.0
Brake pressure relief filter	(1,500 h)	8.026.044.032.0

Chassis:

400 h	lubricate all wheel hubs	(NLG/2)
100 h	lubricate all grease zerks on chassis	(NLG/2)
each year	clean and grease all radius arm bushings	(NLG/2)
	or later production	
3 years/3,600 h	clean and grease interm. radius arm bearings	
	(synthetic NLG 1)	
each year	Check all components of chassis for wear or damage. Perform repairs as necessary.	

Miscellaneous:

*100/400 h	recheck torque of tire guide bolts
	-aluminum track 12 x 50mm = 150Nm (110 ft/lb)
	-steel track 12 x 24mm = 120Nm (88 ft/lb)

*perform at first 100 hours of operation, as listed.

**EXHIBIT B
(Standard Agreement)**

BUDGET DETAIL AND PAYMENT PROVISIONS

1. Invoicing and Payment

- A. For services satisfactorily rendered, and upon receipt and approval of the invoices, the State agrees to compensate the Contractor for actual expenditures incurred in accordance with the rates specified in Cost Breakdown, marked Exhibit B, Attachment 2, which is attached hereto and made a part of this Agreement.
- B. Invoices shall include the Agreement Number and shall be submitted in triplicate not more frequently than monthly in arrears to:

Department of Parks and Recreation
OSV Program
4940 Lang Avenue, Bay H
McClellan Park, CA 95652

2. Budget Contingency Clause

- A. It is mutually agreed that if the Budget Act of the current year and/or any subsequent years covered under this Agreement does not appropriate sufficient funds for the program, this Agreement shall be of no further force and effect. In this event, the State shall have no liability to pay any funds whatsoever to Contractor or to furnish any other considerations under this Agreement and Contractor shall not be obligated to perform any provisions of this Agreement.
- B. If funding for any fiscal year is reduced or deleted by the Budget Act for purposes of this program, the State shall have the option to either cancel this Agreement with no liability occurring to the State, or offer an agreement amendment to Contractor to reflect the reduced amount.

3. Prompt Payment Clause

Payment will be made in accordance with, and within the time specified in, Government Code Chapter 4.5, commencing with Section 927.

4. Timely Submission of Final Invoice

- A. A final undisputed invoice shall be submitted for payment no more than ninety (90) calendar days following expiration or termination date of this Agreement, unless a later or alternate deadline is agreed to in writing by the project representative. Said invoice should be clearly marked "Final Invoice," thus indicating that all payment obligations of the State under this Agreement have ceased and that no further payments are due or outstanding.
- B. The State may, at its discretion, choose not to honor any delinquent final invoice if the Contractor fails to obtain prior written State approval of an alternate final invoice submission deadline. Written State approval shall be sought from the project representative prior to the expiration or termination date of this Agreement.

**EXHIBIT B,
ATTACHMENT 1
BILLING PROCEDURES**

Invoices for Services

All invoices must be fully itemized by service type, location, and dollar amount. Each invoice must have the Contractor's name and mailing address printed at the top.

Invoices submitted for payment must include the following attachments:

- **Transaction Report** and/or **Timecard Audit Trail Report** detailing all expenses included on the invoice.
 - Total must match the total amount due on the invoice. If this is not possible, Contractor must clearly indicate which charges are included in the invoice.
- **Daily Report** detailing all activity on each day of service.
- **Back-up documentation** (e.g., merchant invoice, register receipt, etc.) to support each purchase and/or subcontractor service submitted for reimbursement.
 - Back-up documentation must be fully itemized with all charges listed, including the cost of each item, sales tax, shipping, and other miscellaneous costs.
- **Advance written approval** from the Program Coordinator or Program Manager for all transactions not identified in the contract scope.
 - All expenses not included in the **Exhibit A, Attachment 1, Description of Services** require the advance written approval of the Program Coordinator or Program Manager. Expenses submitted without written approval may not be considered for reimbursement.

The final invoice for each winter season must be submitted on or before August 15 of that season. For example, the final invoice for the 2020/21 winter season is due on or before August 15, 2021.

Right to Audit

The State reserves the right to audit all records pertaining to this Contract, including but not limited to records maintained by the Contractor, subcontractors, agents, and vendors.

**Exhibit B
 Attachment 2
 Cost Breakdown**

Little Truckee Summit OSV Area

Facility	Activity	Hours	Rate	Estimated Cost
138 Miles OSV Trails <i>(Contractor's Tractor)</i>	Grooming	500	\$240.00	\$120,000.00
Little Truckee Summit Trailhead	Plowing	40	\$75.00	\$3,000.00
	Maintenance	125	\$20.00	\$2,500.00
Prosser Hill Trailhead	Plowing	24	\$125.00	\$3,000.00
	Maintenance	75	\$20.00	\$1,500.00
13 Miles Access Roads	Plowing	16	\$125.00	\$2,000.00
<i>Miscellaneous Costs</i>				\$5,000.00
Little Truckee Summit Total				\$137,000.00

Bassetts OSV Area

Facility	Activity	Hours	Rate	Estimated Cost
82 Miles OSV Trails <i>(State-Owned Tractor)</i>	Grooming	300	\$20.00	\$6,000.00
Bassetts Trailhead	Plowing	40	\$75.00	\$3,000.00
	Maintenance	125	\$20.00	\$2,500.00
	Refuse	25	\$20.00	\$500.00
<i>Miscellaneous Costs</i>				\$5,000.00
<i>Diesel Fuel (State-Owned Tractor)</i>				\$8,000.00
Bassetts Total				\$25,000.00

Seasonal Allocation \$162,000.00

Contract Summary

Season	Allocation
2020/21	\$162,000.00
2021/22	\$162,000.00
2022/23	\$162,000.00
2023/24	\$162,000.00

Total Allocation \$648,000.00

EXHIBIT D — PUBLIC ENTITY (Standard Agreement)

SPECIAL TERMS AND CONDITIONS

1. Disputes

Unless otherwise provided in this agreement, any dispute concerning a question of fact arising under this agreement which cannot be resolved informally shall be decided by the following two-step procedures.

Contractor must provide written notice of the particulars of such disputes to the Project Manager or his/her duly appointed representative. The Project Manager must respond in writing within ten (10) working days of receipt of the written notice of dispute. Should Contractor disagree with the Project Manager's decision, Contractor may appeal to the second level. Pending the decision on appeal, Contractor shall proceed diligently with the performance of this agreement in accordance with the Project Manager's decision. The second level appeal must indicate why the Project Manager's decision is unacceptable, attaching to it Contractor's original statement of the dispute with supporting documents, along with a copy of the Project Manager's response. The second level appeal shall be sent to the Deputy Director of Administrative Services or his/her duly appointed representative. The second level appeal must be filed within fifteen (15) working days of receipt of the Project Manager's decision. Failure to submit an appeal within the period specified shall constitute a waiver of all such right to an adjustment of this agreement. The Deputy Director or designee shall meet with Contractor to review the issues raised. A written decision signed by the Deputy Director or designee shall be returned to Contractor within fifteen (15) working days of the receipt of the appeal.

2. Termination for Convenience

State reserves the right to terminate this agreement subject to 30 days written notice to Contractor. Contractor may submit a written request to terminate this agreement only if State should substantially fail to perform its responsibilities as provided herein.

3. Force Majeure

Except for defaults of subcontractors, neither party shall be responsible for delays or failures in performance resulting from acts beyond the control of the offending party. Such acts shall include but shall not be limited to acts of God, fire, flood, earthquake, other natural disaster, nuclear accident, strike, lockout, riot, freight embargo, public regulated utility, or governmental statutes or regulations superimposed after the fact. If a delay or failure in performance by Contractor arises out of a default of its subcontractor, and if such default of its subcontractor, arises out of causes beyond the control of both Contractor and subcontractor, and without the fault or negligence of either of them, Contractor shall not be liable for damages of such delay or failure, unless the supplies or services to be furnished by subcontractor were obtainable from other sources in sufficient time to permit Contractor to meet the required performance schedule.

4. Forced, Convict, and Indentured Labor

No foreign-made equipment, materials, or supplies furnished to State pursuant to this agreement may be produced in whole or in part by forced labor, convict labor, or indentured labor. By submitting a bid to State or accepting a purchase order, Contractor agrees to comply with this provision of this agreement.

**EXHIBIT D — PUBLIC ENTITY
(Standard Agreement)**

Contractor's Name: Department of Public Works

Agreement Number: C20V0009

Page: 2 of 2**5. Potential Subcontractors**

Nothing contained in this agreement or otherwise, shall create any contractual relation between State and any subcontractors, and no subcontract shall relieve Contractor of its responsibilities and obligations hereunder. Contractor agrees to be as fully responsible to State for the acts and omissions of its subcontractors and of persons either directly or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by Contractor. Contractor's obligation to pay its subcontractors is an independent obligation from State's obligation to make payments to Contractor. As a result, State shall have no obligation to pay or to enforce the payment of any moneys to any subcontractor.

6. Priority Hiring Considerations for Contracts with a Value of \$200,000

If the resulting agreement will have a total value of \$200,000 or more, Contractor is hereby advised that it will be obligated to give priority consideration in filling vacancies in positions funded by the resulting agreement to qualified recipients of aid under Welfare and Institutions Code Section 11200. This requirement shall not interfere with or require a violation of a collective bargaining agreement, a federal affirmative action obligation for hiring disabled veterans of the Vietnam era, or nondiscrimination compliance laws of California and does not require the employment of unqualified recipients of aid.

7. Intellectual Property

Any works developed during and/or pursuant to this agreement by Contractor, including all related copyrights and other proprietary rights therein, as may now exist and/or which hereafter come into existence, shall belong to State upon creation, and shall continue in State's exclusive ownership upon termination of this agreement. Contractor further intends and agrees to assign to State all right, title and interest in and to such materials as well as all related copyrights and other proprietary rights therein.

Contractor agrees to cooperate with State and to execute any document or documents that may be found to be necessary to give the foregoing provisions full force and effect, including but not limited to, an assignment of copyright.

Contractor agrees not to incorporate into or make the works developed, dependent upon any original works of authorship or Intellectual Property Rights of third parties without first (a) obtaining State's prior written permission, and (b) granting to or obtaining for State a nonexclusive, royalty-free, paid-up, irrevocable, perpetual, world-wide license, to use, reproduce, sell, modify, publicly and privately display and distribute, for any purpose whatsoever, any such prior works.

8. Contractor's Duties, Obligations and Rights

Contractor is hereby apprised that California Public Contract Code Section 10335 through 10381 are applicable relative to Contractor's duties, obligations, and rights in performing the agreement.

**EXHIBIT E — PUBLIC ENTITY
(Standard Agreement)**

ADDITIONAL PROVISIONS

Student/Graduate Student Assistants

1. Notwithstanding any other provision of law to the contrary, no student employed pursuant to this agreement will accrue State civil service status nor be employed for more than 194 days in the 365 days following the initial date of employment. Students will not cause the displacement of civil service employees. Students are not to perform work that would normally be assigned to permanent, full-time State civil service employees, and due consideration shall be given to affirmative action in and when hiring students.
2. Students may be permitted by State to operate State owned vehicles or equipment when required in the normal course of carrying out their work assignments under this agreement, provided that the following occurs:
 - a. Students who operate vehicles on official business must have a valid driver's license and a good driving record.
 - b. A copy of the student's driver records must be obtained from Department of Motor Vehicle prior to commencement of work.
 - c. Students under the age of 18 may not operate State vehicles under any circumstances.
 - d. Students who operate their private vehicle on official business must complete a STD. 261, Authorization to Use Privately Owned Vehicles on State Business.
 - e. Students who operate their own or State vehicles on official business must attend and successfully complete an approved defensive driver training course at least once every four years. Said course must be completed before student will be allowed to drive on official business.
 - f. Students must provide written proof of insurance.
3. Any/all students hired under the auspices of this agreement may be subject to a background check at the discretion of State.
4. Refusing to cooperate with the request(s) as noted above can be grounds for immediate dismissal from all assignments within State. In addition, State, at its sole discretion, may terminate any student assistant from his/her work assignment if State is displeased with any aspect of the student's work or work-related conduct.
5. It is the responsibility of State to instruct and inform all students of the aforementioned conditions at the time of hire.

**EXHIBIT A,
ATTACHMENT 1**

DESCRIPTION OF SERVICES

During the winter months of November through May, Contractor shall provide the following services to Little Truckee Summit and Bassetts Over Snow Vehicle (OSV) areas:

Snow Removal: Snow plowing, blowing, and sanding services as required on three (3) trailheads, and as necessary for safe travel to and from these trailheads. All entries to buildings, dumpster enclosures, fire lanes, public sidewalks, and walkways must be free of accumulated snow and ice.

Grooming: Grooming services on 220-miles of designated roads and trails within Sierra County, Tahoe National Forest, and Plumas National Forest. Grooming services will be performed as needed based on snow conditions and operational needs. Prior to the commencement of grooming for the season, Contractor shall submit a written request to groom in accordance with the *Annual Instructions*. Contractor will not commence grooming until approval is granted in writing by Program Coordinator or Program Manager. All grooming will be conducted in accordance with the specifications outlined in ***California Snowmobile Trail Grooming (1997)***, which is incorporated by reference as **Exhibit A, Attachment 3**.

Miscellaneous Expenses: The following services are pre-approved with the specified funding limitations:

Trail Clearance/Hazard Removal: Clearance of downed trees and/or limbs, only when: 1) they present an immediate hazard to the safe usage of the trail; or 2) are damaged by extreme wind and/or snow accumulation; or 3) are obstructing the passage of grooming equipment. Any trail clearance expenses in excess of **\$5,000 in a single season** require the advance written approval of the Program Coordinator or Program Manager. OSV Program is not responsible for clearance associated with regular road/trail maintenance and/or summertime use.

Trail Markers: Purchase, installation, and removal of markers/signs associated with the OSV trails and trailheads. These may include:

- Directional markers
- Poles/stakes
- Reassurance markers
- Fiberglass delineators
- Regulatory signs
- Hazard identification

Any single sign exceeding **\$500** in value requires the advance written approval of the Program Coordinator or Program Manager.

Tractor Fuel: Diesel fuel purchased specifically for use in the state-owned tractor. This fuel may not be used for any other purpose. Contractor shall store and track this fuel separately from any other fuel.

Training Expenses: Expenses associated with required operator training as identified by the Program Coordinator or Program Manager. Expenses may include mileage, staff time, and lodging for operators traveling in excess of 100-miles each way. Mileage will be paid at the federal rate during the travel period. All other expenses associated with training require the advance written approval of the Program Coordinator or Program Manager.

Volunteer Mileage: Volunteer mileage to/from the trailheads, trails, and sheds for the purposes of grooming and the facilitation of services. Mileage will be paid at the federal rate during the travel period. No lodging or other travel expenses will be paid for these trips unless pre-approved by the Program Coordinator or Program Manager.

Expenses Subject to Approval: All expenses not listed above require the advance written approval of the Program Coordinator or Program Manager. Expenses submitted without written approval may not be considered for reimbursement.

Excluded Expenses: OSV Program will not be responsible for Expenses associated with the following:

- Replacement of damaged, lost, or stolen tools.
- Repairs to existing facilities such as groomer sheds, warming huts, or restrooms.
- Repairs, modifications, and accessories associated with OSVs.
- Administrative work.

Annual Instructions: Procedures, deadlines, and forms may vary from season to season based on program needs. Variations will be administrative in nature and remain consistent with the terms outlined herein. Any variations inconsistent with these terms will constitute a formal amendment.

Specific procedures, deadlines, and forms for the season will be outlined in the *Annual Instructions*. *Annual Instructions* will be distributed a minimum of once each season by the Program Coordinator. Revisions may be made and distributed as needed throughout the grooming season. Contractor shall operate in accordance with the procedures outlined in the most recent revision of the *Annual Instructions*.

Amendments: This agreement may be amended with mutual consent of the parties hereto. This agreement may be amended to extend the term and add funds, at the same rates, in the event that unforeseen circumstances require additional services.

**EXHIBIT A,
 ATTACHMENT 4
REPORTING REQUIREMENTS**

Submission: Contractor shall submit all reports to the Program Coordinator unless a designee is identified in the *Annual Instructions*. *Annual Instructions* will be distributed by e-mail at the beginning of each season. All reports must be submitted by e-mail within the timeframes identified below. If e-mail is unavailable, Contractor shall contact the Program Coordinator prior to the deadline to make alternate arrangements.

Daily Equipment Report: Contractor shall maintain a **Daily Equipment Report (DER)** (sample below), showing each use of the state-owned tractor. This information must be reported on the most recent revision of the **DER** template, which will be distributed by the Program Coordinator with the *Annual Instructions*. All **DERs** must be submitted to the Program Coordinator or identified designee on or before **the 3rd of each month**. Each report will detail all grooming and fueling activity for the previous month. This must include the total hours and miles groomed on each day of the month. Operator will also document the specific trail segments groomed and the exact mileage for each.

Additional Information: OSV Program reserves the right to request additional information and/or reports on an as-needed basis.

OSV Program Daily Equipment Report Grooming and Fuel Log							Page _____ of _____	
Service Period: _____ <small>(Month/Year)</small>		<small>Revised 7/12/2018</small>			Year/Make/Model: <u>2012 Pisten Bully 400</u>		<small>Attach another page if more lines are needed.</small>	
Forest/Location: <u>Shasta-Trinity National Forest, Pilgrim Creek OSV Area</u>				Property #: <u>D17900</u>				
Grooming Activity							Beginning Hour Meter: <small>(Reading on the First Day of the Month)</small>	
Date	Beg Meter Reading	End Meter Reading	Hours Groomed	Trail System(s)	Operator's Certification* <small>(Signature)</small>	Comments		
Total Hours Groomed: _____			Ending Hour Meter: <small>(Reading on the Last Day of the Month)</small>					
Fuel Activity							Beginning Fuel Meter: <small>(Gallons on the First Day of the Month)</small>	
Date	Purchaser	Gallons Purchased	Clear	Read	Purchase Method	Gallons Fueled	Fueler	Comments
Total Gallons Purchased: _____		Total Gallons Fueled: _____			Ending Fuel Meter: <small>(Gallons on the Last Day of the Month)</small>			
Report Certified By (Name & Title) _____				Signature _____		Date _____		

**EXHIBIT A,
ATTACHMENT 5
STATE-OWNED EQUIPMENT**

Use Privileges: OSV Program shall provide one (1) state-owned tractor for the performance of trail grooming services on the Bassetts trail system. Tractor use is limited to services necessary to meet the requirements identified in this contract.

Operator Oversight: Prior to operation, Contractor shall certify that each Operator is fully qualified to operate the state-owned tractor. This includes meeting all of the following requirements:

- Volunteer Operators must be formally enrolled as volunteers for the forest or county.
- Each Operator must possess the following physical abilities:
 - See 20/40 or better with both eyes together, with or without corrective lenses.
 - Horizontal temporal visual field of at least 110 degrees from the center.
 - First perceives a forced whispered voice in the better ear at not less than five feet with or without the use of a hearing aid.
 - Climbing, balancing, stooping, kneeling, reaching, standing, walking, pushing, pulling, lifting, grasping, and repetitive motions.
- Contractor shall designate one Primary Operator to oversee the local grooming operation. The Primary Operator must undergo Kässbohrer's *Advanced Snow Grooming* program, or similar training pre-approved in writing by Program Coordinator or Program Manager. Additional Operators may request *Advanced Snow Grooming* training; however approval will be at the sole discretion of OSV program.
- Each Operator must undergo Kässbohrer's *Entry Level Snow Grooming* program, or similar training pre-approved in writing by Program Coordinator or Program Manager. All training expenses are subject to pre-approval based on program needs. Prior to scheduling training, Contractor shall contact the Program Coordinator to request written approval.
- Prior to operating unsupervised, each Operator must complete a minimum of forty (40) hours of hands-on operation under the Primary Operator's supervision. These supervised hours must be documented in writing by the Primary Operator. If the Primary Operator is unavailable, Contractor shall contact the Program Coordinator to arrange alternate supervision.

Contractor shall maintain a file for each Operator to document completion of the above requirements. OSV Program reserves the right to inspect these files at any time.

Pre-Use Inspection: Prior to each use, Operator shall complete a pre-use inspection. Pre-use inspection must address the following requirements:

Fluids: All fluids, including but not limited to engine oil, coolant, hydraulic fluid, brake fluid, and transmission fluid, are clean and at the appropriate levels; no leaks are present.

Fuel: Main and auxiliary fuel tanks are both full; caps are securely tightened.

Battery: terminals are clean; load test is performed as needed.

Tracks: Track tension is equally tight on both sides of the tractor; Tracks are free of wear and damage; belts are secure and tight.

Tires: Proper inflation according to the operator's manual; no cuts or breaks in the tread or sidewalls.

Windshield: Complete visibility from the inside of the seat of the tractor; no cracks or chips in the glass; wipers are in good condition and fully functional.

Fire Extinguisher: Fire extinguisher is charged and easily accessible.

Three Point Hitch: All attached or mounted equipment is securely fastened.

Miscellaneous: All miscellaneous components, including but not limited to heater, lights, gauges, and instruments, are working properly.

Maintenance and Repairs: All service providers must be approved in advance by OSV Program. Prior to scheduling any work, Contractor must obtain written approval from the Program Coordinator or Program Manager.

Documentation of Service: Contractor shall maintain an *Automobile Maintenance Record* showing all maintenance and repair work performed on the tractor. OSV Program shall provide a blank *Automobile Maintenance Record* book upon assignment of the tractor. This book must be retained in the tractor at all times until a new book is required. *Automobile Maintenance Record* must include the following information:

- Date(s) of service
- Hour meter reading
- Type(s) of work performed
- Name of service provider/company
- Job completion hours

Maintenance: Contractor shall monitor and follow the manufacturer's recommended schedule outlined in the service intervals for the model. For a sample maintenance schedule, refer to page 4 of **Exhibit A, Attachment 5, *Estimated Service Intervals***. OSV Program shall provide the official service intervals upon assignment of the tractor. Prior to performing maintenance services, Contractor must obtain written approval from the Program Coordinator or Program Manager. No maintenance services may be performed without the advance written approval of the Program Coordinator or Program Manager.

Repairs: Contractor shall immediately notify Program Coordinator of any issues observed during use. Prior to scheduling repairs, Contractor must obtain written approval from the Program Coordinator or Program Manager. No repairs may be performed without the advance written approval of the Program Coordinator or Program Manager.

Post-Season Service: Upon conclusion of the grooming season, each tractor will undergo post-season service. Tractors will be inspected and assessed for

maintenance needs and any necessary repairs. Contractor shall work with OSV Program to ensure timely completion of post-season service.

Diesel Fuel: Contractor shall provide diesel fuel specifically for use in the state-owned tractor. This fuel may not be used for any other purpose. When feasible, the diesel fuel will be dyed red for off-road use. ***Under no circumstances will the Contractor use biodiesel and/or blends.*** Options for purchasing diesel fuel are listed below in order of preference.

The fuel for the state-owned tractor will be stored and tracked separately from any other fuel. Contractor will maintain an ongoing fuel tank log showing each transaction involving the addition or removal of fuel. This log must remain with the fuel tank at all times and may not be removed for any reason. OSV Program reserves the right to inspect the fuel tank log at any time without notice. Fuel activity will be reported on the DER form monthly as outlined in **Exhibit A, Attachment 4, Reporting Requirements.**

- 1.) **Contractor-Administered:** When possible, Contractor shall administer the purchase of diesel fuel and bill the State for reimbursement. Additional funds will be provided for diesel fuel billed to the State. Bills for diesel fuel will include backup documentation as outlined in **Exhibit B, Attachment 1, Billing Procedures.**
- 2.) **Statewide Contract:** When option #1 is unfeasible, Contractor may request permission to order fuel through the statewide bulk fuel contract. ***This request must be submitted to the State in writing at least 30-days prior to the first delivery request.***
- 3.) **State Voyager Card:** When options #1 and #2 are unfeasible, Contractor may request use of State Voyager card for the purchase of diesel fuel for the state-owned tractor. This purchase method will be phased-out as an option in the near future. It is considered a last resort, only available when other options have been exhausted.

Revocation of Privileges: OSV Program reserves the right to revoke equipment privileges at any time for violation of requirements outlined above. OSV Program shall issue a warning in writing no less than thirty days prior to revocation. In the event that such violations result in damage to state-owned equipment and/or impacts on public safety, privileges may be immediately revoked without warning.

Happy Trails Snow Groomer Service Intervals

Engine:

500 h	oil and filter	8.312.105.003.0
500 h	fuel filter suction	8.312.105.005.0
500 h	fuel filter pressure	8.312.105.004.0
each year/1,200 h	air filter	8.319.171.200.0
3 years/3,600 h	changing of coolant	
500 h	coolant filter	8.312.105.021.0
1,200 h	adjust valve clearances	

Gearbox:

*100/800 h	changing of oil in transmission gearbox
*100/400 h	changing of oil in planetary gearboxes

Hydraulic:

each year/1,200 h	changing of oil	(ATF Type-F/ Dex.3)
*100/1,200 h	changing of filter	8.216.785.505.0
*100/1,200 h	checking of hydraulic pressures (all)	

Additional Filters:

Screw-in filter in tank (small)		8.216.658.200.0
Screw-in filter in tank (large)		8.216.784.200.0
Brake pressure relief filter	(1,500 h)	8.026.044.032.0

Chassis:

400 h	lubricate all wheel hubs	(NLG/2)
100 h	lubricate all grease zerks on chassis	(NLG/2)
each year	clean and grease all radius arm bushings	(NLG/2)
	or later production	
3 years/3,600 h	clean and grease interm. radius arm bearings	
	(synthetic NLG 1)	
each year	Check all components of chassis for wear or damage. Perform repairs as necessary.	

Miscellaneous:

*100/400 h	recheck torque of tire guide bolts
	-aluminum track 12 x 50mm = 150Nm (110 ft/lb)
	-steel track 12 x 24mm = 120Nm (88 ft/lb)

*perform at first 100 hours of operation, as listed.

EXHIBIT D — PUBLIC ENTITY (Standard Agreement)

SPECIAL TERMS AND CONDITIONS

1. Disputes

Unless otherwise provided in this agreement, any dispute concerning a question of fact arising under this agreement which cannot be resolved informally shall be decided by the following two-step procedures.

Contractor must provide written notice of the particulars of such disputes to the Project Manager or his/her duly appointed representative. The Project Manager must respond in writing within ten (10) working days of receipt of the written notice of dispute. Should Contractor disagree with the Project Manager's decision, Contractor may appeal to the second level. Pending the decision on appeal, Contractor shall proceed diligently with the performance of this agreement in accordance with the Project Manager's decision. The second level appeal must indicate why the Project Manager's decision is unacceptable, attaching to it Contractor's original statement of the dispute with supporting documents, along with a copy of the Project Manager's response. The second level appeal shall be sent to the Deputy Director of Administrative Services or his/her duly appointed representative. The second level appeal must be filed within fifteen (15) working days of receipt of the Project Manager's decision. Failure to submit an appeal within the period specified shall constitute a waiver of all such right to an adjustment of this agreement. The Deputy Director or designee shall meet with Contractor to review the issues raised. A written decision signed by the Deputy Director or designee shall be returned to Contractor within fifteen (15) working days of the receipt of the appeal.

2. Termination for Convenience

State reserves the right to terminate this agreement subject to 30 days written notice to Contractor. Contractor may submit a written request to terminate this agreement only if State should substantially fail to perform its responsibilities as provided herein.

3. Force Majeure

Except for defaults of subcontractors, neither party shall be responsible for delays or failures in performance resulting from acts beyond the control of the offending party. Such acts shall include but shall not be limited to acts of God, fire, flood, earthquake, other natural disaster, nuclear accident, strike, lockout, riot, freight embargo, public regulated utility, or governmental statutes or regulations superimposed after the fact. If a delay or failure in performance by Contractor arises out of a default of its subcontractor, and if such default of its subcontractor, arises out of causes beyond the control of both Contractor and subcontractor, and without the fault or negligence of either of them, Contractor shall not be liable for damages of such delay or failure, unless the supplies or services to be furnished by subcontractor were obtainable from other sources in sufficient time to permit Contractor to meet the required performance schedule.

4. Forced, Convict, and Indentured Labor

No foreign-made equipment, materials, or supplies furnished to State pursuant to this agreement may be produced in whole or in part by forced labor, convict labor, or indentured labor. By submitting a bid to State or accepting a purchase order, Contractor agrees to comply with this provision of this agreement.

**EXHIBIT D — PUBLIC ENTITY
(Standard Agreement)**

Contractor's Name: Department of Public Works

Agreement Number: C20V0009

Page: 2 of 2**5. Potential Subcontractors**

Nothing contained in this agreement or otherwise, shall create any contractual relation between State and any subcontractors, and no subcontract shall relieve Contractor of its responsibilities and obligations hereunder. Contractor agrees to be as fully responsible to State for the acts and omissions of its subcontractors and of persons either directly or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by Contractor. Contractor's obligation to pay its subcontractors is an independent obligation from State's obligation to make payments to Contractor. As a result, State shall have no obligation to pay or to enforce the payment of any moneys to any subcontractor.

6. Priority Hiring Considerations for Contracts with a Value of \$200,000

If the resulting agreement will have a total value of \$200,000 or more, Contractor is hereby advised that it will be obligated to give priority consideration in filling vacancies in positions funded by the resulting agreement to qualified recipients of aid under Welfare and Institutions Code Section 11200. This requirement shall not interfere with or require a violation of a collective bargaining agreement, a federal affirmative action obligation for hiring disabled veterans of the Vietnam era, or nondiscrimination compliance laws of California and does not require the employment of unqualified recipients of aid.

7. Intellectual Property

Any works developed during and/or pursuant to this agreement by Contractor, including all related copyrights and other proprietary rights therein, as may now exist and/or which hereafter come into existence, shall belong to State upon creation, and shall continue in State's exclusive ownership upon termination of this agreement. Contractor further intends and agrees to assign to State all right, title and interest in and to such materials as well as all related copyrights and other proprietary rights therein.

Contractor agrees to cooperate with State and to execute any document or documents that may be found to be necessary to give the foregoing provisions full force and effect, including but not limited to, an assignment of copyright.

Contractor agrees not to incorporate into or make the works developed, dependent upon any original works of authorship or Intellectual Property Rights of third parties without first (a) obtaining State's prior written permission, and (b) granting to or obtaining for State a nonexclusive, royalty-free, paid-up, irrevocable, perpetual, world-wide license, to use, reproduce, sell, modify, publicly and privately display and distribute, for any purpose whatsoever, any such prior works.

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(Standard Agreement)**

Contractor's Name: Department of Public Works

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Page: 2 of 2 **5. Potential Subcontractors**

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If the resulting agreement will have a total value of \$200,000 or more, Contractor is hereby advised that it will be obligated to give priority consideration in filling vacancies in positions funded by the resulting agreement to qualified recipients of aid under Welfare and Institutions Code Section 11200. This requirement shall not interfere with or require a violation of a collective bargaining agreement, a federal affirmative action obligation for hiring disabled veterans of the Vietnam era, or nondiscrimination compliance laws of California and does not require the employment of unqualified recipients of aid.

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**EXHIBIT E — PUBLIC ENTITY
(Standard Agreement)**

ADDITIONAL PROVISIONS

Student/Graduate Student Assistants

1. Notwithstanding any other provision of law to the contrary, no student employed pursuant to this agreement will accrue State civil service status nor be employed for more than 194 days in the 365 days following the initial date of employment. Students will not cause the displacement of civil service employees. Students are not to perform work that would normally be assigned to permanent, full-time State civil service employees, and due consideration shall be given to affirmative action in and when hiring students.
2. Students may be permitted by State to operate State owned vehicles or equipment when required in the normal course of carrying out their work assignments under this agreement, provided that the following occurs:
 - a. Students who operate vehicles on official business must have a valid driver's license and a good driving record.
 - b. A copy of the student's driver records must be obtained from Department of Motor Vehicle prior to commencement of work.
 - c. Students under the age of 18 may not operate State vehicles under any circumstances.
 - d. Students who operate their private vehicle on official business must complete a STD. 261, Authorization to Use Privately Owned Vehicles on State Business.
 - e. Students who operate their own or State vehicles on official business must attend and successfully complete an approved defensive driver training course at least once every four years. Said course must be completed before student will be allowed to drive on official business.
 - f. Students must provide written proof of insurance.
3. Any/all students hired under the auspices of this agreement may be subject to a background check at the discretion of State.
4. Refusing to cooperate with the request(s) as noted above can be grounds for immediate dismissal from all assignments within State. In addition, State, at its sole discretion, may terminate any student assistant from his/her work assignment if State is displeased with any aspect of the student's work or work-related conduct.
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