

AMENDMENT NO. 2 TO AGREEMENT

THIS AMENDED AGREEMENT NO. 2, ENTERED INTO EFFECTIVE ON _____, 2010, is between the STATE OF CALIFORNIA, acting by and through its Department of Transportation, referred to herein as "STATE", and the

COUNTY OF EL DORADO, a political subdivision of the State of California, referred to herein as "COUNTY".

RECITALS

1. STATE and COUNTY, collectively referred to herein as "PARTIES", entered into Cooperative Agreement 03-0351 effective on May 1, 2008, defining the terms and conditions for STATE'S desire to improve the United States Highway 50 (US 50) from Latrobe Road to Bass Lake grade, within COUNTY, consisting of construction of high occupancy vehicle and bus lanes (HOV) in the median.
2. PARTIES hereto also entered into Amendment No. 1 to original Agreement on July 9, 2008 to further define each party's roles and responsibilities and to correctly identify funding amounts and sources used toward PROJECT costs.
3. Since execution of Amendment No. 1, PARTIES have agreed to extend the easterly limit of US 50 improvements from PM 2.9 to PM 5.0, and have updated PROJECT cost estimate as shown in Exhibit A-2, attached to and made part of this Amendment.
4. PARTIES now enter into Amendment No. 2 (03-0351 A-2) in order to define PROJECT limits and update PROJECT cost estimate, as detailed in Exhibit A-2

IT IS THEREFORE MUTUALLY AGREED:

1. Recital 2 is replaced in its entirety to read as follows:

STATE intends to construct improvements to United States Highway 50 (US 50) from west of Latrobe Road, PM 0.0, to east of Bass Lake Road, PM 5.0, within El Dorado County, consisting of construction of high occupancy vehicle (HOV) and bus lanes in the median, referred to herein as "HOV PROJECT".

2. Renumbered Recital 7, as amended, is replaced in its entirety to read as follows:

STATE will fund an amount of \$20,000,000 from STATE's Corridor Mobility Improvement Account (CMIA) toward PROJECT construction capital cost. COUNTY will fund one hundred percent (100%) of all remaining PROJECT costs in excess of STATE's Corridor Mobility Improvement Account (CMIA), using a combination of

federal-aid funds, and local funds as shown on Exhibit A-2, attached to and made a part of this agreement. STATE will also perform and fund Independent Quality Assurance (IQA) for PROJECT, at no cost to PROJECT or COUNTY.

3. Section III, Renumbered Article 3 (old Article 2) is amended in its entirety as follows:

All parties to this agreement acknowledge that they are responsible to meet the requirements of Government Code Section 8879.20 et al. (Proposition 1b legislation), the Governor's Executive Order 2007-S-02-07, the California Transportation Commission (CTC) Program Guidelines for the applicable Program (CMIA, 99, etc.), and the PROJECT Scope, Cost, Schedule and Benefit Baseline Data agreement (BASELINE AGREEMENT), attached and made a part of this agreement as Exhibit B-2. PROJECT Bond Funds as identified in this agreement shall not exceed funding stated in BASELINE AGREEMENT. Changes to COUNTY's fund types will not require an amendment to BASELINE AGREEMENT. Changes to either PARTIES' total PROJECT funding commitments by phase will require an amendment to BASELINE AGREEMENT and this cooperative agreement.

4. Section III, Renumbered Article 41 (old Article 40) is amended in its entirety as follows:

COUNTY Contract Administrator: Matthew Smeltzer, Deputy Director, Roadway Design, or his successors.

5. Section III, Renumbered Article 42 (old Article 41) is amended in its entirety as follows:

Those portions of this Agreement pertaining to the construction of PROJECT shall terminate upon completion and acceptance of the construction contract for PROJECT by COUNTY, the satisfactory completion of all post-construction obligations of COUNTY, and delivery of required PROJECT construction documents, with concurrence of STATE, or on January 1, 2015, whichever is earlier in time, except that the ownership, operation, maintenance, indemnification, environmental commitments, legal challenges, and claims articles shall remain in effect until terminated or modified, in writing, by an amendment to this Agreement. Should any construction related or other claims arising out of PROJECT be asserted against one of the parties, PARTIES agree to extend the fixed termination date of this Agreement, until such time as the construction related or other claims are settled, dismissed or paid.

6. Exhibit A attached to the original Agreement and Exhibit A-1 attached to Amendment No.1 are replaced in their entirety with Exhibit A-2 and all references made to Exhibit A and Exhibit A-1 will now be made to Exhibit A-2.

7. Exhibit B attached to the original Agreement and Amendment No.1 are replaced in their entirety with Exhibit B-2 and all references made to Exhibit B will now be made to Exhibit B-2.
8. All other terms and conditions of Cooperative Agreement 03-0351 shall remain in full force and effect.
9. This Amendment No. 2 is hereby deemed to be included and made part of Cooperative Agreement 03-0351.

STATE OF CALIFORNIA
Department Of Transportation

By: _____
GARY S. SIDUH, Deputy District Director
District 3 Program/Project Management

Approved as to form and procedure:

By: _____
Attorney, Department of Transportation

Certified as to funds:

By: _____
District Budget Representative

Certified as to financial terms and policies:

By: _____
Accounting Administrator

COUNTY OF EL DORADO

By: _____
NORMA SANTIAGO
Chair, Board of Supervisors

By: _____
JAMES W. WARE, P.E. Director
Department of Transportation

By: _____
MATTHEW SMELTZER, P.E.
Deputy Director of Engineering
Department of Transportation

Attest: _____
SUZANNE ALLEN DE SANCHEZ
Clerk of the Board of Supervisors

EXHIBIT A-2

The total PROJECT cost estimate for all PS&E, RW and construction phases of work covered under this Agreement is \$42,848,000 fully funded by STATE, Local Federal-aid, and Local funds as listed below.

	STATE		COUNTY		TOTAL
	CMIA	CMIA Match for Federal-aid Funds	Federal-aid Funds	Local Funds	
PS&E				\$3,148,000	\$3,148,000
R/W Sup				\$100,000	\$100,000
Con Sup				\$5,000,000	\$5,000,000
R/W Cap				\$100,000	\$100,000
Con Cap	\$19,250,300	\$749,700	\$7,994,483	\$6,505,517	\$34,500,000
TOTAL	\$20,000,000		\$7,994,483	\$14,853,517	\$42,848,000

EXHIBIT B-2

STATE OF CALIFORNIA • DEPARTMENT OF TRANSPORTATION

PROJECT PROGRAMMING REQUEST

DTP 0001 (REV 3/08)

General Instructions

				Date:	01/26/10
Caltrans District	EA	PPNG	MPO ID	TCRP No.	
3	3A711	3283A			
County	Route/Corridor	Project Sponsor/Lead Agency	MPO	Element	
ED	50	El Dorado Local Transportation Commis	SACOG	CO	
Project Title					
HOV Lane - El Dorado Hills Blvd to w. of Bass Lake					
PM Bk	PM Ahd	Project Mgr/Contact	Phone	E-mail Address	
0	4.4	Clark Peri	(916)274-0538		
Location, Project Limits, Description, Scope of Work, Legislative Description					
In El Dorado County. Add HOV lanes on Rte 50 from El Dorado Hills Blvd to east of Bass Lake Rd Interchange.					
Component	Implementing Agency		AB 3000	Letter of No Prejudice	
PA&ED					
PS&E	El Dorado County				
Right of Way	El Dorado County				
Construction	El Dorado County				
Legislative Districts					
Assembly:	04, 10		Senate:	1	
Congressional:	4				
Purpose and Need					
<p>Caltrans has identified U S Highway 50 as a vital part of the Interregional Route System and this project is an integral component of the corridor management planning process underway in the Sacramento Valley region. The existing average daily traffic on Highway 50 is 72,000 vehicles and the twenty-year forecast is expected to be over 151,000 vehicles.</p> <p>This section of the Highway 50 corridor is now one of the largest job centers in the Sacramento region. The Sacramento Area Council of Governments (SACOG) has targeted this area for substantial new growth. It is estimated that transportation systems will need to provide mobility for an additional 17,000 housing units and 32,000 jobs in this corridor by 2012.</p>					
Project Benefits					
The project will provide approximately 2.9 miles of HOV lanes eastbound and approximately 2.0 miles of HOV lanes westbound, adding to the existing HOV lanes from Sunrise Boulevard in Sacramento County and significantly reducing the AM and PM traffic congestion in the corridor.					
Project Milestones			Existing	Proposed	
Project Study Report Approved				completed	
Begin Environmental (PA&ED) Phase			01/04/09		
Circulate Draft Environmental Document			Document Type ND/FONSI		
Draft Project Report					
End Environmental Phase (PA&ED Milestone)			08/01/09		
Begin Design (PS&E) Phase			03/01/07		
End Design Phase (Ready to List for Advertisement Milestone)			08/15/08		
Begin Right of Way Phase			08/01/07		
End Right of Way Phase (Right of Way Certification Milestone)			08/15/08		
Begin Construction Phase (Contract Award Milestone)			12/01/08		
End Construction Phase (Construction Contract Acceptance Milestone)			08/01/10	06/01/11	
Begin Closeout Phase			08/01/10	08/01/11	
End Closeout Phase (Closeout Report)			08/01/11	08/01/12	

ADA Notice

For individuals with sensory disabilities, this document is available in alternate formats. For information call (916) 654-6410 or TDD (916) 654-3880 or write Records and Forms Management, 1120 N Street, MS-89, Sacramento, CA 95814.

PROJECT PROGRAMMING REQUEST

DTP-0001 (REV. 3/08)

Date: 01/15/10

County	CT District	PPNO	TCRP Project No.	EA
ED	3	3283A		3A711
Project Title: HOV Lane - El Dorado Hills Blvd to w. of Bass Lake				

Existing Total Project Cost									Implementing Agency
Component	Prior	09/10	10/11	11/12	12/13	13/14	14/15+	Total	
E&P (PA&ED)	0	0	0	0	0	0	0	0	Caltrans
PS&E	3,000	0	0	0	0	0	0	3,000	El Dorado County
R/W SUP (CT)	100	0	0	0	0	0	0	100	El Dorado County
CON SUP (CT)	3,560	0	0	0	0	0	0	3,560	El Dorado County
R/W	100	0	0	0	0	0	0	100	El Dorado County
CON	37,808	0	0	0	0	0	0	37,808	El Dorado County
TOTAL	44,568	0	0	0	0	0	0	44,568	

Proposed Total Project Cost									Implementing Agency
Component	Prior	09/10	10/11	11/12	12/13	13/14	14/15+	Total	
E&P (PA&ED)	0	0	0	0	0	0	0	0	
PS&E	3,148	0	0	0	0	0	0	3,148	
R/W SUP (CT)	100	0	0	0	0	0	0	100	
CON SUP (CT)	5,000	0	0	0	0	0	0	5,000	
R/W	100	0	0	0	0	0	0	100	
CON	34,500	0	0	0	0	0	0	34,500	
TOTAL	42,848	0	0	0	0	0	0	42,848	

Fund No. 1:	State Bond - Corridor Mobility Program (CMIA)								Program Code
Existing Funding									20.XX.721.000
Component	Prior	09/10	10/11	11/12	12/13	13/14	14/15+	Total	Funding Agency
E&P (PA&ED)								0	Caltrans
PS&E								0	
R/W SUP (CT)								0	
CON SUP (CT)								0	
R/W								0	
CON	20,000							20,000	
TOTAL	20,000	0	0	0	0	0	0	20,000	
Proposed Funding									Notes
E&P (PA&ED)	0		0	0	0	0		0	
PS&E	0		0	0	0	0		0	
R/W SUP (CT)	0		0	0	0	0		0	
CON SUP (CT)	0		0	0	0	0		0	
R/W	0		0	0	0	0		0	
CON	20,000		0	0	0	0		20,000	
TOTAL	20,000	0	0	0	0	0	0	20,000	

Fund No. 2:		Loc Funds - Local Transportation Funds (LTF)							Program Code	
		Existing Funding							Local Funds	
Component	Prior	09/10	10/11	11/12	12/13	13/14	14/15+	Total	Funding Agency	
E&P (PA&ED)								0	El Dorado Local Transportation Co	
PS&E	3,000							3,000		
R/W SUP (CT)	100							100		
CON SUP (CT)	3,580							3,580		
R/W	100							100		
CON	9,814							9,814		
TOTAL	16,574	0	0	0	0	0	0	16,574		
		Proposed Funding							Notes	
E&P (PA&ED)								0	Add \$0.148M for actual PS&E costs.	
PS&E	3,148							3,148	Add \$1.44M to CON SUP for final design (as CCO) and inspection /admin of bridge widening & roadway extension + anticipated extra costs for existing project. Reduced CON by \$3.308M based on actual bid + anticipated CCO costs of \$5M.	
R/W SUP (CT)	100							100		
CON SUP (CT)	5,000							5,000		
R/W	100							100		
CON	6,506							6,506		
TOTAL	14,854	0	0	0	0	0	0	14,854		

Fund No. 3:		CMAQ - Congestion Mitigation (CMAQ)							Program Code	
		Existing Funding							20.30.010.820	
Component	Prior	09/10	10/11	11/12	12/13	13/14	14/15+	Total	Funding Agency	
E&P (PA&ED)								0	El Dorado Local Transportation Co	
PS&E								0		
R/W SUP (CT)								0		
CON SUP (CT)								0		
R/W								0		
CON	7,994							7,994		
TOTAL	7,994	0	0	0	0	0	0	7,994		
		Proposed Funding							Notes	
E&P (PA&ED)								0	SACOG was unable to fund	
PS&E								0	full CMAQ funds and	
R/W SUP (CT)								0	replaced the balance as	
CON SUP (CT)								0	RSTP.	
R/W								0		
CON	1,700							1,700		
TOTAL	1,700	0	0	0	0	0	0	1,700		

Fund No. 4:		Regional Surface Transportation Program (RSTP)							Program Code	
		Existing Funding								
Component	Prior	09/10	10/11	11/12	12/13	13/14	14/15+	Total	Funding Agency	
E&P (PA&ED)								0	El Dorado County	
PS&E								0		
R/W SUP (CT)								0		
CON SUP (CT)								0		
R/W								0		
CON		0						0		
TOTAL	0	0	0	0	0	0	0	0		
		Proposed Funding							Notes	
E&P (PA&ED)								0	SACOG was unable to fund	
PS&E								0	full CMAQ funds and	
R/W SUP (CT)								0	replaced the balance as	
CON SUP (CT)								0	RSTP.	
R/W								0		
CON	6,294							6,294		
TOTAL	6,294	0	0	0	0	0	0	6,294		

Fund No. 5:		Existing Funding							Program Code
Component	Prior	09/10	10/11	11/12	12/13	13/14	14/15+	Total	Funding Agency
E&P (PA&ED)									
PS&E									
R/W SUP (CT)									
CON SUP (CT)									
R/W									
CON									
TOTAL	0	0	0	0	0	0	0	0	
		Proposed Funding							Notes
E&P (PA&ED)									
PS&E									
R/W SUP (CT)									
CON SUP (CT)									
R/W									
CON									
TOTAL	0	0	0	0	0	0	0	0	

PROJECT PROGRAMMING REQUEST

DTP-0001 (REV. 3/08)

Complete this page for amendments only

Date: 01/15/10

District	Co	Route	EA	PPNG	TCR/No
3	ED	50	3A711	3283A	

SECTION 1 - All Projects

Project Background

The Project Report and Environmental Document was approved June 28, 2002. Design began in 2005 but was shelved due to lack of construction capital funding. In June 2007, the project received approval for \$20M in Proposition 1B Bond, Corridor Mobility Improvement Account (CMIA) funding for construction capital. El Dorado County is the project lead agency for design, right of way, and construction. In April 2008 a scope and budget change was requested and later approved to: Reduce the eastbound HOV designated lane striping by about 1 mile due to traffic merge safety considerations; add an EB offramp bridge replacement; add a 1 mile extension of the truck lane; and perform pavement maintenance through the project limits. The budget was increased by \$2.208M, funded with Local funds. The bids were opened in October 2008, and project construction was awarded in November 2008.

Programming Change Requested

This request is to modify the scope to change the project limits from post mile 0.00-2.9 to post mile 0.0-4.4 to restore and extend the eastbound HOV lane that was removed in the original approved scope change. The modification includes widening the Bass Lake UC, striping the eastbound HOV lane from post mile 1.99 to 2.9 and extending the end of eastbound HOV lane transition from post mile 2.9 to about post mile 3.7 prior to merging the lane before post mile 4.4.

Reason for Proposed Change

During the design phase the eastbound HOV designated lane was reduced by about 1 mile due to traffic merge safety considerations at the top of a long grade. The decision was made to construct the lane pavement but not stripe the lane. The bridge widening design is complete and roadway design work is nearly complete. Widening the bridge and constructing the lane extension with the current project will permit the originally scoped HOV lanes to be striped and put in service, achieving the original project goals and providing the public with the full benefit of the pavement currently being placed.

If proposed change will delay one or more components, clearly explain 1) reason for delay, 2) cost increase related to the delay, and 3) how cost increase will be funded

- 1.) The proposed additional scope will extend the anticipated end construction date by 4 months, to June 2011. The programmed end construction date is June 2010, but the current anticipated end construction completion is February 15, 2011 due to a delays caused by State budget/funding instability, weather delays, and CCOs.
- 2.) The Construction Support cost increase to develop and administer the plans for the modified scope items is approximately \$200,000 and will be paid by El Dorado County DOT from Local TIM fees for CON Support. The bridge design has been completed with separate funds but some roadway design work is still required. The cost to administer the added construction is approximately \$800,000. We also anticipate an additional \$440,000 in construction support costs due to the delays noted above, unrelated to the increase in scope.
- 3.) The added costs are funded from bid savings (approx. \$6.0M) on the current project using both CMIA and local funds.

Other Significant Information

In addition to the HOV lanes included in the existing project, the budget increase of \$2.208 million in Local Funds added a 1 mile extension of the truck lane and provided pavement maintenance through the project limits.

SECTION 2 - For TCRP Projects Only

Alternative Project Request (Please follow Instructions at <http://www.dot.ca.gov/tcrp/LETTERguidelines>)
Letter of No Prejudice (LONP) (Please follow Guidelines at <http://www.dot.ca.gov/tcrp/docs/042706.pdf>)

SECTION 3 - All Projects

Approvals

I hereby certify that the above information is complete and accurate and all approvals have been obtained for the processing of this amendment request.*

Name (Print or Type)	Signature	Title	Date

Attachments

- 1) Concurrence from Implementing Agency and/or Regional Transportation Planning Agency
- 2) Project Location Map

PROJECT PROGRAMMING REQUEST

DTP-0001 (REV. 3/08)

Date: 01/15/10

County	CT District	PPNO	TCRP Project No.	EA
ED	3	3283A		3A711
Project Title: HOV Lane - El Dorado Hills Blvd to w. of Bass Lake				

Existing Total Project Cost									Implementing Agency
Component	Prior	09/10	10/11	11/12	12/13	13/14	14/15+	Total	
E&P (PA&ED)	0	0	0	0	0	0	0	0	Caltrans
PS&E	3,000	0	0	0	0	0	0	3,000	El Dorado County
R/W SUP (CT)	100	0	0	0	0	0	0	100	El Dorado County
CON SUP (CT)	3,560	0	0	0	0	0	0	3,560	El Dorado County
R/W	100	0	0	0	0	0	0	100	El Dorado County
CON	37,808	0	0	0	0	0	0	37,808	El Dorado County
TOTAL	44,568	0	0	0	0	0	0	44,568	
Net Change									Add \$0.148M for actual PS&E costs. Add \$1.44M to CON SUP for final design (as CCO) and inspection /admin of bridge widening & roadway extension + anticipated extra costs for existing project. Reduced CON by \$3.308M based on actual bid + anticipated CCO c
E&P (PA&ED)	0	0	0	0	0	0	0	0	
PS&E	148	0	0	0	0	0	0	148	
R/W SUP (CT)	0	0	0	0	0	0	0	0	
CON SUP (CT)	1,440	0	0	0	0	0	0	1,440	
R/W	0	0	0	0	0	0	0	0	
CON	-3,308	0	0	0	0	0	0	-3,308	
TOTAL	-1,720	0	0	0	0	0	0	-1,720	
Proposed New Result									
E&P (PA&ED)	0	0	0	0	0	0	0	0	
PS&E	3,148	0	0	0	0	0	0	3,148	
R/W SUP (CT)	100	0	0	0	0	0	0	100	
CON SUP (CT)	5,000	0	0	0	0	0	0	5,000	
R/W	100	0	0	0	0	0	0	100	
CON	34,500	0	0	0	0	0	0	34,500	
TOTAL	42,848	0	0	0	0	0	0	42,848	

Fund No. 1:	State Bond - Corridor Mobility Program (CMIA)								Program Code
Existing Funding									20.XX.721.000
Component	Prior	09/10	10/11	11/12	12/13	13/14	14/15+	Total	Funding Agency
E&P (PA&ED)	0	0	0	0	0	0	0	0	Caltrans
PS&E	0	0	0	0	0	0	0	0	
R/W SUP (CT)	0	0	0	0	0	0	0	0	
CON SUP (CT)	0	0	0	0	0	0	0	0	
R/W	0	0	0	0	0	0	0	0	
CON	20,000	0	0	0	0	0	0	20,000	
TOTAL	20,000	0	0	0	0	0	0	20,000	
Change									Notes
E&P (PA&ED)	0	0	0	0	0	0	0	0	
PS&E	0	0	0	0	0	0	0	0	
R/W SUP (CT)	0	0	0	0	0	0	0	0	
CON SUP (CT)	0	0	0	0	0	0	0	0	
R/W	0	0	0	0	0	0	0	0	
CON	0	0	0	0	0	0	0	0	
TOTAL	0	0	0	0	0	0	0	0	
Proposed Funding									
E&P (PA&ED)	0	0	0	0	0	0	0	0	
PS&E	0	0	0	0	0	0	0	0	
R/W SUP (CT)	0	0	0	0	0	0	0	0	
CON SUP (CT)	0	0	0	0	0	0	0	0	
R/W	0	0	0	0	0	0	0	0	
CON	20,000	0	0	0	0	0	0	20,000	
TOTAL	20,000	0	0	0	0	0	0	20,000	

Fund No. 2:		Loc Funds - Local Transportation Funds (LTF)								Program Code	
		Existing Funding								Local Funds	
Component	Prior	09/10	10/11	11/12	12/13	13/14	14/15+	Total	Funding Agency		
E&P (PA&ED)	0	0	0	0	0	0	0	0	El Dorado Local Transportation Commis		
PS&E	3,000	0	0	0	0	0	0	3,000			
R/W SUP (CT)	100	0	0	0	0	0	0	100			
CON SUP (CT)	3,560	0	0	0	0	0	0	3,560			
R/W	100	0	0	0	0	0	0	100			
CON	9,814	0	0	0	0	0	0	9,814			
TOTAL	16,574	0	0	0	0	0	0	16,574			
		Change								Notes	
E&P (PA&ED)	0	0	0	0	0	0	0	0	Add \$0.148M for actual PS&E costs.		
PS&E	148	0	0	0	0	0	0	148	Add \$1.44M to CON SUP for final design (as CCO) and inspection /admin of bridge widening & roadway extension + anticipated extra costs for existing project. Reduced CON by \$3.308M based on actual bid + anticipated CCO costs of \$5M.		
R/W SUP (CT)	0	0	0	0	0	0	0	0			
CON SUP (CT)	1,440	0	0	0	0	0	0	1,440			
R/W	0	0	0	0	0	0	0	0			
CON	-3,308	0	0	0	0	0	0	-3,308			
TOTAL	-1,720	0	0	0	0	0	0	-1,720			
		Proposed Funding									
E&P (PA&ED)	0	0	0	0	0	0	0	0			
PS&E	3,148	0	0	0	0	0	0	3,148			
R/W SUP (CT)	100	0	0	0	0	0	0	100			
CON SUP (CT)	5,000	0	0	0	0	0	0	5,000			
R/W	100	0	0	0	0	0	0	100			
CON	6,506	0	0	0	0	0	0	6,506			
TOTAL	14,854	0	0	0	0	0	0	14,854			

Fund No. 3:		CMAQ - Congestion Mitigation (CMAQ)								Program Code	
		Existing Funding								20.30.010.820	
Component	Prior	09/10	10/11	11/12	12/13	13/14	14/15+	Total	Funding Agency		
E&P (PA&ED)	0	0	0	0	0	0	0	0	El Dorado Local Transportation Commis		
PS&E	0	0	0	0	0	0	0	0	0		
R/W SUP (CT)	0	0	0	0	0	0	0	0			
CON SUP (CT)	0	0	0	0	0	0	0	0			
R/W	0	0	0	0	0	0	0	0			
CON	7,994	0	0	0	0	0	0	7,994			
TOTAL	7,994	0	0	0	0	0	0	7,994			
		Change								Notes	
E&P (PA&ED)	0	0	0	0	0	0	0	0	SACOG was unable to fund full CMAQ funds and replaced the balance as RSTP.		
PS&E	0	0	0	0	0	0	0	0			
R/W SUP (CT)	0	0	0	0	0	0	0	0			
CON SUP (CT)	0	0	0	0	0	0	0	0			
R/W	0	0	0	0	0	0	0	0			
CON	-6,294	0	0	0	0	0	0	-6,294			
TOTAL	-6,294	0	0	0	0	0	0	-6,294			
		Proposed Funding									
E&P (PA&ED)	0	0	0	0	0	0	0	0			
PS&E	0	0	0	0	0	0	0	0			
R/W SUP (CT)	0	0	0	0	0	0	0	0			
CON SUP (CT)	0	0	0	0	0	0	0	0			
R/W	0	0	0	0	0	0	0	0			
CON	1,700	0	0	0	0	0	0	1,700			
TOTAL	1,700	0	0	0	0	0	0	1,700			

Fund No. 4: Regional Surface Transportation Program (RSTP)										Program Code
Existing Funding										Funding Agency
Component	Prior	09/10	10/11	11/12	12/13	13/14	14/15+	Total		
E&P (PA&ED)	0	0	0	0	0	0	0	0		
PS&E	0	0	0	0	0	0	0	0		
R/W SUP (CT)	0	0	0	0	0	0	0	0		
CON SUP (CT)	0	0	0	0	0	0	0	0		
R/W	0	0	0	0	0	0	0	0		
CON	0	0	0	0	0	0	0	0		
TOTAL	0	0	0	0	0	0	0	0		
Change										Notes
E&P (PA&ED)	0	0	0	0	0	0	0	0		SACOG was unable to fund full CMAQ funds and replaced the balance as RSTP.
PS&E	0	0	0	0	0	0	0	0		
R/W SUP (CT)	0	0	0	0	0	0	0	0		
CON SUP (CT)	0	0	0	0	0	0	0	0		
R/W	0	0	0	0	0	0	0	0		
CON	6,294	0	0	0	0	0	0	6,294		
TOTAL	6,294	0	0	0	0	0	0	6,294		
Proposed Funding										
E&P (PA&ED)	0	0	0	0	0	0	0	0		
PS&E	0	0	0	0	0	0	0	0		
R/W SUP (CT)	0	0	0	0	0	0	0	0		
CON SUP (CT)	0	0	0	0	0	0	0	0		
R/W	0	0	0	0	0	0	0	0		
CON	6,294	0	0	0	0	0	0	6,294		
TOTAL	6,294	0	0	0	0	0	0	6,294		

Fund No. 5:										Program Code
Existing Funding										Funding Agency
Component	Prior	09/10	10/11	11/12	12/13	13/14		Total		
E&P (PA&ED)								0		
PS&E								0		
R/W SUP (CT)								0		
CON SUP (CT)								0		
R/W								0		
CON								0		
TOTAL	0	0	0	0	0	0	0	0		
Change										Notes
E&P (PA&ED)	0	0	0	0	0	0	0	0		
PS&E	0	0	0	0	0	0	0	0		
R/W SUP (CT)	0	0	0	0	0	0	0	0		
CON SUP (CT)	0	0	0	0	0	0	0	0		
R/W	0	0	0	0	0	0	0	0		
CON	0	0	0	0	0	0	0	0		
TOTAL	0	0	0	0	0	0	0	0		
Proposed Funding										
E&P (PA&ED)								0		
PS&E								0		
R/W SUP (CT)								0		
CON SUP (CT)								0		
R/W								0		
CON								0		
TOTAL	0	0	0	0	0	0	0	0		

Fund No. 6:		Existing Funding								Program Code
Component	Prior	09/10	10/11	11/12	12/13	13/14	14/15+	Total	Funding Agency	
E&P (PA&ED)								0		
PS&E								0		
R/W SUP (CT)								0		
CON SUP (CT)								0		
R/W								0		
CON								0		
TOTAL	0	0	0	0	0	0	0	0		
		Change								Notes
E&P (PA&ED)	0	0	0	0	0	0	0	0		
PS&E	0	0	0	0	0	0	0	0		
R/W SUP (CT)	0	0	0	0	0	0	0	0		
CON SUP (CT)	0	0	0	0	0	0	0	0		
R/W	0	0	0	0	0	0	0	0		
CON	0	0	0	0	0	0	0	0		
TOTAL	0	0	0	0	0	0	0	0		
		Proposed Funding								
E&P (PA&ED)								0		
PS&E								0		
R/W SUP (CT)								0		
CON SUP (CT)								0		
R/W								0		
CON								0		
TOTAL	0	0	0	0	0	0	0	0		

Fund No. 7:		Existing Funding								Program Code
Component	Prior	09/10	10/11	11/12	12/13	13/14	14/15+	Total	Funding Agency	
E&P (PA&ED)								0		
PS&E								0		
R/W SUP (CT)								0		
CON SUP (CT)								0		
R/W								0		
CON								0		
TOTAL	0	0	0	0	0	0	0	0		
		Change								Notes
E&P (PA&ED)	0	0	0	0	0	0	0	0		
PS&E	0	0	0	0	0	0	0	0		
R/W SUP (CT)	0	0	0	0	0	0	0	0		
CON SUP (CT)	0	0	0	0	0	0	0	0		
R/W	0	0	0	0	0	0	0	0		
CON	0	0	0	0	0	0	0	0		
TOTAL	0	0	0	0	0	0	0	0		
		Proposed Funding								
E&P (PA&ED)								0		
PS&E								0		
R/W SUP (CT)								0		
CON SUP (CT)								0		
R/W								0		
CON								0		
TOTAL	0	0	0	0	0	0	0	0		

Fund No. 8:		Existing Funding								Program Code
Component	Prior	09/10	10/11	11/12	12/13	13/14	14/15+	Total	Funding Agency	
E&P (PA&ED)								0		
PS&E								0		
R/W SUP (CT)								0		
CON SUP (CT)								0		
R/W								0		
CON								0		
TOTAL	0	0	0	0	0	0	0	0		
		Change								Notes
E&P (PA&ED)	0	0	0	0	0	0	0	0		
PS&E	0	0	0	0	0	0	0	0		
R/W SUP (CT)	0	0	0	0	0	0	0	0		
CON SUP (CT)	0	0	0	0	0	0	0	0		
R/W	0	0	0	0	0	0	0	0		
CON	0	0	0	0	0	0	0	0		
TOTAL	0	0	0	0	0	0	0	0		
		Proposed Funding								
E&P (PA&ED)								0		
PS&E								0		
R/W SUP (CT)								0		
CON SUP (CT)								0		
R/W								0		
CON								0		
TOTAL	0	0	0	0	0	0	0	0		

Fund No. 9:		Existing Funding								Program Code
Component	Prior	09/10	10/11	11/12	12/13	13/14	14/15+	Total	Funding Agency	
E&P (PA&ED)								0		
PS&E								0		
R/W SUP (CT)								0		
CON SUP (CT)								0		
R/W								0		
CON								0		
TOTAL	0	0	0	0	0	0	0	0		
		Change								Notes
E&P (PA&ED)	0	0	0	0	0	0	0	0		
PS&E	0	0	0	0	0	0	0	0		
R/W SUP (CT)	0	0	0	0	0	0	0	0		
CON SUP (CT)	0	0	0	0	0	0	0	0		
R/W	0	0	0	0	0	0	0	0		
CON	0	0	0	0	0	0	0	0		
TOTAL	0	0	0	0	0	0	0	0		
		Proposed Funding								
E&P (PA&ED)								0		
PS&E								0		
R/W SUP (CT)								0		
CON SUP (CT)								0		
R/W								0		
CON								0		
TOTAL	0	0	0	0	0	0	0	0		

Fund No. 10:									Program Code
Existing Funding									
Component	Prior	09/10	10/11	11/12	12/13	13/14	14/15+	Total	Funding Agency
E&P (PA&ED)								0	
PS&E								0	
R/W SUP (CT)								0	
CON SUP (CT)								0	
R/W								0	
CON								0	
TOTAL	0	0	0	0	0	0	0	0	
Change									Notes
E&P (PA&ED)	0	0	0	0	0	0	0	0	
PS&E	0	0	0	0	0	0	0	0	
R/W SUP (CT)	0	0	0	0	0	0	0	0	
CON SUP (CT)	0	0	0	0	0	0	0	0	
R/W	0	0	0	0	0	0	0	0	
CON	0	0	0	0	0	0	0	0	
TOTAL	0	0	0	0	0	0	0	0	
Proposed Funding									
E&P (PA&ED)								0	
PS&E								0	
R/W SUP (CT)								0	
CON SUP (CT)								0	
R/W								0	
CON								0	
TOTAL	0	0	0	0	0	0	0	0	

Fund No. 11:									Program Code
Existing Funding									
Component	Prior	09/10	10/11	11/12	12/13	13/14	14/15+	Total	Funding Agency
E&P (PA&ED)								0	
PS&E								0	
R/W SUP (CT)								0	
CON SUP (CT)								0	
R/W								0	
CON								0	
TOTAL	0	0	0	0	0	0	0	0	
Change									Notes
E&P (PA&ED)	0	0	0	0	0	0	0	0	
PS&E	0	0	0	0	0	0	0	0	
R/W SUP (CT)	0	0	0	0	0	0	0	0	
CON SUP (CT)	0	0	0	0	0	0	0	0	
R/W	0	0	0	0	0	0	0	0	
CON	0	0	0	0	0	0	0	0	
TOTAL	0	0	0	0	0	0	0	0	
Proposed Funding									
E&P (PA&ED)								0	
PS&E								0	
R/W SUP (CT)								0	
CON SUP (CT)								0	
R/W								0	
CON								0	
TOTAL	0	0	0	0	0	0	0	0	

Fund No. 12:									Program Code
Existing Funding									Funding Agency
Component	Prior	09/10	10/11	11/12	12/13	13/14	14/15+	Total	Notes
E&P (PA&ED)								0	
PS&E								0	
R/W SUP (CT)								0	
CON SUP (CT)								0	
R/W								0	
CON								0	
TOTAL	0	0	0	0	0	0	0	0	
Change									Notes
E&P (PA&ED)	0	0	0	0	0	0	0	0	
PS&E	0	0	0	0	0	0	0	0	
R/W SUP (CT)	0	0	0	0	0	0	0	0	
CON SUP (CT)	0	0	0	0	0	0	0	0	
R/W	0	0	0	0	0	0	0	0	
CON	0	0	0	0	0	0	0	0	
TOTAL	0	0	0	0	0	0	0	0	
Proposed Funding									Notes
E&P (PA&ED)								0	
PS&E								0	
R/W SUP (CT)								0	
CON SUP (CT)								0	
R/W								0	
CON								0	
TOTAL	0	0	0	0	0	0	0	0	

Fund No. 13:									Program Code
Existing Funding									Funding Agency
Component	Prior	09/10	10/11	11/12	12/13	13/14	14/15+	Total	Notes
E&P (PA&ED)								0	
PS&E								0	
R/W SUP (CT)								0	
CON SUP (CT)								0	
R/W								0	
CON								0	
TOTAL	0	0	0	0	0	0	0	0	
Change									Notes
E&P (PA&ED)	0	0	0	0	0	0	0	0	
PS&E	0	0	0	0	0	0	0	0	
R/W SUP (CT)	0	0	0	0	0	0	0	0	
CON SUP (CT)	0	0	0	0	0	0	0	0	
R/W	0	0	0	0	0	0	0	0	
CON	0	0	0	0	0	0	0	0	
TOTAL	0	0	0	0	0	0	0	0	
Proposed Funding									Notes
E&P (PA&ED)								0	
PS&E								0	
R/W SUP (CT)								0	
CON SUP (CT)								0	
R/W								0	
CON								0	
TOTAL	0	0	0	0	0	0	0	0	

Fund No. 14:		Existing Funding							Program Code
Component	Prior	09/10	10/11	11/12	12/13	13/14	14/15+	Total	Funding Agency
E&P (PA&ED)								0	
PS&E								0	
R/W SUP (CT)								0	
CON SUP (CT)								0	
R/W								0	
CON								0	
TOTAL	0	0	0	0	0	0	0	0	
Change									Notes
E&P (PA&ED)	0	0	0	0	0	0	0	0	
PS&E	0	0	0	0	0	0	0	0	
R/W SUP (CT)	0	0	0	0	0	0	0	0	
CON SUP (CT)	0	0	0	0	0	0	0	0	
R/W	0	0	0	0	0	0	0	0	
CON	0	0	0	0	0	0	0	0	
TOTAL	0	0	0	0	0	0	0	0	
Proposed Funding									
E&P (PA&ED)								0	
PS&E								0	
R/W SUP (CT)								0	
CON SUP (CT)								0	
R/W								0	
CON								0	
TOTAL	0	0	0	0	0	0	0	0	

STATE OF CALIFORNIA • DEPARTMENT OF TRANSPORTATION
PROJECT PROGRAMMING REQUEST

Date: 01/15/10

County	CT District	PPNO	TCRP Project No.	EA
ED	3	3283A		3A711
Project Title: HOV Lane - El Dorado Hills Blvd to w. of Bass Lake ANTICIPATED COSTS DATA				

Anticipated Total Existing Project Cost									Implementing Agency
Component	Prior	09/10	10/11	11/12	12/13	13/14	14/15+	Total	
E&P (PA&ED)	0	0	0	0	0	0	0	0	Caltrans
PS&E	3,148	0	0	0	0	0	0	3,148	El Dorado County
R/W SUP (CT)	25	0	0	0	0	0	0	25	El Dorado County
CON SUP (CT)	4,000	0	0	0	0	0	0	4,000	El Dorado County
R/W	50	0	0	0	0	0	0	50	El Dorado County
CON	29,500	0	0	0	0	0	0	29,500	El Dorado County
TOTAL	36,723	0	0	0	0	0	0	36,723	
Net Change									Add \$0.148M for actual PS&E costs. Add \$1.44M to CON SUP for final design (as CCO) and inspection /admin of bridge widening & roadway extension + anticipated extra costs for existing project. Reduced CON by \$3.308M based on actual bid + anticipated CCO costs of \$5M.
E&P (PA&ED)	0	0	0	0	0	0	0	0	
PS&E	0	0	0	0	0	0	0	0	
R/W SUP (CT)	0	0	0	0	0	0	0	0	
CON SUP (CT)	1,000	0	0	0	0	0	0	1,000	
R/W	0	0	0	0	0	0	0	0	
CON	5,000	0	0	0	0	0	0	5,000	
TOTAL	6,000	0	0	0	0	0	0	6,000	
Proposed Scope Total Anticipated Costs									
E&P (PA&ED)	0	0	0	0	0	0	0	0	
PS&E	3,148	0	0	0	0	0	0	3,148	
R/W SUP (CT)	25	0	0	0	0	0	0	25	
CON SUP (CT)	5,000	0	0	0	0	0	0	5,000	
R/W	50	0	0	0	0	0	0	50	
CON	34,500	0	0	0	0	0	0	34,500	
TOTAL	42,723	0	0	0	0	0	0	42,723	

Fund No. 1:	State Bond - Corridor Mobility Program (CMIA)								Program Code
Existing Anticipated Costs									20.XX.721.000
Component	Prior	09/10	10/11	11/12	12/13	13/14	14/15+	Total	Funding Agency
E&P (PA&ED)								0	Caltrans
PS&E								0	
R/W SUP (CT)								0	
CON SUP (CT)								0	
R/W								0	
CON	16,500							16,500	
TOTAL	16,500	0	0	0	0	0	0	16,500	
Change									Notes
E&P (PA&ED)	0	0	0	0	0	0	0	0	
PS&E	0	0	0	0	0	0	0	0	
R/W SUP (CT)	0	0	0	0	0	0	0	0	
CON SUP (CT)	0	0	0	0	0	0	0	0	
R/W	0	0	0	0	0	0	0	0	
CON	3,500	0	0	0	0	0	0	3,500	
TOTAL	3,500	0	0	0	0	0	0	3,500	
Proposed Scope Anticipated Costs									
E&P (PA&ED)								0	
PS&E								0	
R/W SUP (CT)								0	
CON SUP (CT)								0	
R/W								0	
CON	20,000							20,000	
TOTAL	20,000	0	0	0	0	0	0	20,000	

Fund No. 2:		Loc Funds - Local Transportation Funds (LTF)							Program Code	
		Existing Anticipated Costs							Local Funds	
Component	Prior	09/10	10/11	11/12	12/13	13/14	14/15+	Total	Funding Agency	
E&P (PA&ED)	0	0	0	0	0	0	0	0	El Dorado Local Transportation Commis	
PS&E	3,148	0	0	0	0	0	0	3,148		
R/W SUP (CT)	25	0	0	0	0	0	0	25		
CON SUP (CT)	4,000	0	0	0	0	0	0	4,000		
R/W	50	0	0	0	0	0	0	50		
CON	5,008	0	0	0	0	0	0	5,008		
TOTAL	12,229	0	0	0	0	0	0	12,229		
		Change							Notes	
E&P (PA&ED)	0	0	0	0	0	0	0	0	Add \$0.148M for actual PS&E costs.	
PS&E	0	0	0	0	0	0	0	0	Add \$1.44M to CON SUP for final design (as CCO) and inspection /admin of bridge widening & roadway extension + anticipated extra costs for existing project. Reduced CON by \$3.308M based on actual bid + anticipated CCO costs of \$5M.	
R/W SUP (CT)	0	0	0	0	0	0	0	0		
CON SUP (CT)	1,000	0	0	0	0	0	0	1,000		
R/W	0	0	0	0	0	0	0	0		
CON	1,500	0	0	0	0	0	0	1,500		
TOTAL	2,500	0	0	0	0	0	0	2,500		
		Proposed Scope Anticipated Costs								
E&P (PA&ED)	0	0	0	0	0	0	0	0		
PS&E	3,148	0	0	0	0	0	0	3,148		
R/W SUP (CT)	25	0	0	0	0	0	0	25		
CON SUP (CT)	5,000	0	0	0	0	0	0	5,000		
R/W	50	0	0	0	0	0	0	50		
CON	6,506	0	0	0	0	0	0	6,506		
TOTAL	14,729	0	0	0	0	0	0	14,729		

Fund No. 3:		CMAQ - Congestion Mitigation (CMAQ)							Program Code	
		Anticipated Costs							20.30.010.820	
Component	Prior	09/10	10/11	11/12	12/13	13/14	14/15+	Total	Funding Agency	
E&P (PA&ED)								0	El Dorado Local Transportation Commis	
PS&E								0		
R/W SUP (CT)								0		
CON SUP (CT)								0		
R/W								0		
CON	1,700							1,700		
TOTAL	1,700	0	0	0	0	0	0	1,700		
		Change							Notes	
E&P (PA&ED)	0	0	0	0	0	0	0	0	SACOG was unable to fund full CMAQ funds and replaced the balance as RSTP.	
PS&E	0	0	0	0	0	0	0	0		
R/W SUP (CT)	0	0	0	0	0	0	0	0		
CON SUP (CT)	0	0	0	0	0	0	0	0		
R/W	0	0	0	0	0	0	0	0		
CON	0	0	0	0	0	0	0	0		
TOTAL	0	0	0	0	0	0	0	0		
		Proposed Scope Anticipated Costs								
E&P (PA&ED)								0		
PS&E								0		
R/W SUP (CT)								0		
CON SUP (CT)								0		
R/W								0		
CON	1,700							1,700		
TOTAL	1,700	0	0	0	0	0	0	1,700		

Fund No. 4:	Regional Surface Transportation Program (RSTP)								Program Code
Anticipated Costs									
Component	Prior	09/10	10/11	11/12	12/13	13/14	14/15+	Total	Funding Agency
E&P (PA&ED)								0	
PS&E								0	
R/W SUP (CT)								0	
CON SUP (CT)								0	
R/W								0	
CON	6,294							6,294	
TOTAL	6,294	0	0	0	0	0	0	6,294	
Change									Notes
E&P (PA&ED)	0	0	0	0	0	0	0	0	SACOG was unable to fund full CMAQ funds and replaced the balance as RSTP.
PS&E	0	0	0	0	0	0	0	0	
R/W SUP (CT)	0	0	0	0	0	0	0	0	
CON SUP (CT)	0	0	0	0	0	0	0	0	
R/W	0	0	0	0	0	0	0	0	
CON	0	0	0	0	0	0	0	0	
TOTAL	0	0	0	0	0	0	0	0	
Proposed Scope Anticipated Costs									
E&P (PA&ED)								0	
PS&E								0	
R/W SUP (CT)								0	
CON SUP (CT)								0	
R/W								0	
CON	6,294							6,294	
TOTAL	6,294	0	0	0	0	0	0	6,294	

AMENDED COOPERATIVE AGREEMENT

THIS AMENDED AGREEMENT NO. A1, ENTERED INTO EFFECTIVE ON JULY 9, 2008, is between the STATE OF CALIFORNIA, acting by and through its Department of Transportation, referred to herein as "STATE", and the

COUNTY OF EL DORADO, a political subdivision of the State of California, referred to herein as "COUNTY".

RECITALS

1. STATE and COUNTY, collectively referred to herein as PARTIES, entered into Cooperative Agreement 03-0351, effective May 1, 2008, defining the terms and conditions for improvements to the United States Highway 50 (US 50) from Latrobe Road to the Bass Lake grade, within COUNTY, consisting of construction of high occupancy vehicle and bus lanes (HOV) in the median.
2. Since execution of the original agreement, PARTIES have further defined each party's roles and responsibilities and need to correctly identify the funding amount and sources used toward PROJECT costs.
3. PARTIES will now enter into Amendment No. 1 (03-0351 A-1) in order to capture the correct funds, as detailed on Exhibit A-1, attached to and made a part of this Amendment.

IT IS THEREFORE MUTUALLY AGREED:

1. Recital 2 is replaced in its entirety to read as follows:

STATE desires improvements to United States Highway 50 (US 50) from Latrobe Road to the Bass Lake grade, within El Dorado County, consisting of construction of high occupancy vehicle (HOV) and bus lanes in the median, referred to herein as "HOV PROJECT".

2. Recital 3 is replaced in its entirety to read as follows:

STATE completed the project approval and environmental documentation (PA&ED) phase of HOV PROJECT in June of 2002. STATE is the California Environmental Quality Act (CEQA) Lead Agency for HOV PROJECT.

3. Recital 4 is replaced in its entirety to read as follows:

COUNTY intends to construct improvements to the US 50/El Dorado Hills Boulevard/Latrobe Road Interchange consisting of bridge replacements, referred to

herein as "INTERCHANGE PROJECT".

4. New Recital 5 is added in its entirety and all other subsequent articles are renumbered accordingly:

COUNTY completed PA&ED for INTERCHANGE PROJECT in June 2000. COUNTY is the CEQA Lead Agency for INTERCHANGE PROJECT.

5. New Recital 6 is added in its entirety and all other subsequent articles are renumbered accordingly:

PARTIES intend to construct HOV PROJECT and INTERCHANGE PROJECT together, collectively referred herein as "PROJECT".

6. Renumbered Recital 7 is replaced in its entirety to read as follows:

State is willing to fund an amount of \$20,000,000 from STATE's Corridor Mobility Improvement Account (CMIA) toward PROJECT construction capital costs. COUNTY is willing to fund one hundred percent (100%) of all remaining PROJECT costs beyond STATE's Corridor Mobility Improvement Account (CMIA), using federal-aid funds, and local funds, said combination of federal-aid, and local funds herein referred to as "FUNDS" as shown on Exhibit A-1, attached to and made a part of this agreement. STATE will also perform and fund Independent Quality Assurance (IQA) for PROJECT, at no cost to COUNTY.

7. Section I, Article 6 is amended in its entirety as follows:

To invoice STATE, thirty (30) days prior to bid advertisement for construction contract, the amount of \$2,500,000, which amount represents STATE's one month estimated PROJECT construction capital costs.

8. Section I, new Article 7 is added and all subsequent articles are renumbered accordingly:

To, thereafter, on a monthly basis, in arrears, submit invoices to STATE, along with detailed supporting documents, representing current PROJECT construction capital costs. Invoices will meet format and content requirements specified by STATE. Each invoice shall be submitted to STATE's Project Manager for approval and forwarding to the appropriate Accounting Office for payment. In no event shall bills sent to STATE for such costs exceed the amount of \$20,000,000.

9. Section I, renumbered Article 8 (old Article 7) is amended in its entirety as follows:

Upon completion of PROJECT and all work incidental thereto, to furnish STATE with a detailed statement of PROJECT costs to be borne by STATE. To thereafter refund to STATE, promptly after completion of COUNTY's final accounting of said PROJECT costs, any amount of STATE's deposits, required in Section II, Article 2, remaining after said costs to be borne by STATE have been deducted, or to bill STATE for any additional amount required to complete STATE's financial obligations assumed pursuant to this Agreement.

10. Section I, renumbered Article 13 (old Article 12) is replaced in its entirety as follows:

To deposit with STATE within twenty-five (25) days of receipt of STATE's initial billing (which billing will be sent upon execution of this Agreement) the amount of \$25,000, which amount represents one month's estimated cost of R/W acquisition (\$10,000) and two month's estimated cost of R/W activities (\$15,000) for PROJECT.

11. Section I, renumbered Article 18 (old Article 17) is replaced in its entirety as follows:

To have qualified personnel remain available, at no cost to STATE, through completion of PROJECT construction, to help resolve potential environmental issues and perform any necessary work to ensure that INTERCHANGE PROJECT remains in environmental compliance during PS&E, R/W, and construction.

12. Section II, Article 1 is replaced in its entirety as follows:

To deposit with COUNTY the amount of \$2,500,000 within thirty (30) days of receipt of COUNTY's billing thereof (which billing will be sent by COUNTY 30 days prior to bid advertisement date for construction contract) which amount represents one month's estimated PROJECT construction capital costs.

13. Section II, Article 2 is replaced in its entirety as follows:

To pay the approved amount of COUNTY's monthly invoices within thirty (30) days of receipt. Said invoices shall represent current PROJECT construction capital costs. In no event shall bills paid by STATE for such costs exceed the amounts shown in Exhibit A-1.

14. Section II, Article 3 is amended in its entirety as follows:

To pay COUNTY upon completion of all PROJECT costs and within twenty-five (25) days of receipt of a detailed statement made upon COUNTY's final accounting of costs thereof, any additional amount required to complete STATE's financial obligations assumed pursuant to this Agreement.

15. Section II, Article 6 is amended in its entirety as follows:

To submit an initial invoice to COUNTY upon execution of this Agreement for \$25,000, the estimated cost of R/W acquisition (\$10,000) and two month's estimated cost of R/W activities (\$15,000). To thereafter submit to COUNTY, no more than monthly in arrears, invoices for current actual R/W costs.

16. Section II, Article 8 is replaced in its entirety as follows:

To submit an invoice to COUNTY for the estimated direct and indirect cost of source inspection, pursuant to Article 10 of Section I, prior to start of PROJECT construction and upon receipt of said estimate from STATE's representative.

17. Section II, Article 11 is deleted in its entirety and all subsequent articles are renumbered accordingly.

18. Section II, renumbered Article 13 (old Article 14) is replaced in its entirety as follows:

To have qualified personnel remain available, at no cost to COUNTY, through completion of PROJECT construction, to help resolve potential environmental issues and perform any necessary work to ensure that HOV PROJECT remains in environmental compliance during PS&E, R/W, and construction.

19. Section III, new Article 2 is added and all subsequent articles are renumbered accordingly:

All parties to this agreement recognize and acknowledge that COUNTY is a political subdivision of the State of California. As such, COUNTY is subject to the provisions of Article XVI, Section 18 of the California Constitution and other similar fiscal regulations and may not expend funds not budgeted, or budgeted and then deleted from the budget for financial reasons, in a given fiscal year. All obligations of COUNTY under the terms of this agreement are subject to appropriation of funds in accordance with these requirements.

COUNTY utilizes un-obligated traffic impact mitigation fees collected at building permit issuance to fund a portion of its obligations under this agreement and COUNTY's obligations are dependent on the receipt of said fees in a given year. Notwithstanding any other provision to the contrary, in the event that traffic impact mitigation fees are insufficient to fund the COUNTY's obligations under this agreement, it shall not constitute an event of default, and COUNTY shall not be required to fund the obligation from any other funds or revenues, including but not limited to the County General Fund. In that instance, COUNTY may stop PROJECT and meet with STATE to negotiate and

execute a formal written amendment to change the commitments made in this agreement.

20. Section III, renumbered Article 3 is replaced in its entirety as follows:

All parties to this agreement acknowledge that they are responsible to meet the requirements of Government Code Section 8879.20 et al. (Proposition 1b legislation), the Governor's Executive Order 2007-S-02-07, the California Transportation Commission (CTC) Program Guidelines for the applicable Program (CMLA, 99, etc.), and the PROJECT Scope, Cost, Schedule and Benefit Baseline Data agreement (BASELINE AGREEMENT), attached and made a part of this agreement as Exhibit B. PROJECT Bond Funds as identified in this agreement shall not exceed funding stated in BASELINE AGREEMENT. Changes to COUNTY's fund types will not require an amendment to BASELINE AGREEMENT. Changes to either PARTIES' total PROJECT funding commitments by phase will require an amendment to BASELINE AGREEMENT and this cooperative agreement.

21. Section III, renumbered Article 6 is amended in its entirety as follows:

If there is a legal challenge to the environmental documentation including supporting investigative studies and/or technical environmental reports, for HOV PROJECT, all legal costs associated with those said legal challenges shall be a STATE cost. If there is a legal challenge to the environmental documentation including supporting investigative studies and/or technical environmental reports, for INTERCHANGE PROJECT, all legal costs associated with those said legal challenges shall be a COUNTY cost.

22. Section III, renumbered Article 7 is amended in its entirety as follows:

If, during preparation of PROJECT PS&E, R/W or PROJECT construction, new information is obtained, that requires additional environmental documentation to comply with CEQA and/or NEPA if applicable, this Agreement will be amended to include completion of these additional tasks. PARTIES agree that any additional environmental documentation required for HOV PROJECT will be completed by STATE and COUNTY will complete any additional environmental documentation required for INTERCHANGE PROJECT.

23. Exhibit A is replaced in its entirety with Exhibit A-1 and all references made to Exhibit A will now be made to Exhibit A-1.
24. All other conditions of Cooperative Agreement 03-0351 shall remain in full force and effect.

25. This Amendment No. 1 to this Agreement is hereby deemed part of Cooperative Agreement 03-0351.

STATE OF CALIFORNIA
Department Of Transportation

By: Gary S. Sidhu
GARY S. SIDHU, Deputy District Director
District 3 Program/Project Management

Approved as to form and procedure:
By: Joe W. Dauter
Attorney, Department of Transportation

Certified as to funds:
By: Andrea Dasher
District Budget Representative

Certified as to financial terms and policies:
By: Alison Mady
Accounting Administrator

COUNTY OF EL DORADO

By: Rusty Dupray 7/1/08
RUSTY DUPRAY
Chairman, Board of Supervisors

By: Richard W. Shepard
RICHARD W. SHEPARD, Director
Department of Transportation

By: Russell A. Nygaard For
RUSSELL A. NYGAARD
Deputy Director of Engineering
Foothills Engineering Division

Attest: Cindy Keck
CINDY KECK
Clerk of the Board of Supervisors 7/1/08

EXHIBIT A-1

The total PROJECT cost estimate for all PS&E, RW and construction phases of work covered under this Agreement is \$44,568,000 fully funded by STATE, Local FEDERAL-AID, and LOCAL FUNDS as listed below:

	STATE		COUNTY ¹		TOTAL
	CMIA	CMIA Match for FEDERAL-AID FUNDS	FEDERAL-AID FUNDS	LOCAL FUNDS	
PS&E				\$3,000,000	\$3,000,000
R/W Sup				\$100,000	\$100,000
Con Sup				\$3,560,000	\$3,560,000
R/W Cap				\$100,000	\$100,000
Con Cap	\$19,250,300	\$749,700	\$7,994,483	\$ 9,813,517	\$37,808,000
TOTAL		\$20,000,000	\$7,994,483	\$16,573,517	\$44,568,000

¹The County is firmly committed to funding all costs in excess of STATE's CMIA funds, using a combination of its local FEDERAL-AID FUNDS and LOCAL FUNDS. The exact type of FEDERAL-AID FUNDS & amount of each type is in the process of being determined. It appears that the bulk of COUNTY's FEDERAL-AID FUNDS will come from CMAQ and RSTP. Changes in COUNTY's fund types and individual fund type amounts will not require an amendment to this agreement provided the COUNTY's total funding commitment by phase remains unchanged. COUNTY funds will include both LOCAL FUNDS and the FEDERAL-AID FUNDS of the types and amounts shown in the Federal-Aid Finance Letter as federally authorized via form E-76 "Authorization to Proceed" to fund all costs in excess of STATE's CMIA funds.

**CORRIDOR MOBILITY IMPROVEMENT ACCOUNT
PROJECT SCOPE, COST, SCHEDULE, AND BENEFIT BASELINE DATA**

County: ED	Route: 50	PPNO: 3283A
Project Title: ED 50 HOV Lanes		

We acknowledge the baseline amendment as identified on the attached project program request sheets as the current approved for project monitoring by the California Transportation Commission and its Corridor Mobility Improvement Account Project Delivery Council. We certify that funding sources cited are committed and expected to be available; the estimated costs represent full project funding, and the description of benefits is the best estimate possible.

 4/24/08

Name: Kathryn F. Mathews, AICP Date
Title: Executive Director
Agency: El Dorado County Transportation Commission

 4/29/08

Will Kempton Date
Director
California Department of Transportation

 6.23.08

John F. Barna, Jr. Date
Executive Director
California Transportation Commission

CORRIDOR MOBILITY IMPROVEMENT ACCOUNT

Project Fact Sheet

Lead Agency: El Dorado County **Fact Sheet Date: 04/24/08**

Contact Person	Clerk Peri (Caltrans) / Russ Nygaard (El Dorado County DOT)		
Phone Number	(916) 274-0538 / (916) 358-3551	Fax Number	(916) 274-0684 / (916) 941-8910
Email Address	cperi@dot.ca.gov / rnygaard@co.el-dorado.ca.us		

Project Information:

County	Caltrans District	PPNO *	EA *	Region/MPO/ TIP ID*	Route / Corridor *	Post Mile Back *	Post Mile Ahead *
El Dorado	3	3283A	3A711	ELD19211	50	0.0	2.9

* NOTE: PPNO & EA assigned by Caltrans. Region/MPO/TIP ID assigned by RTP/MPO. Route/Corridor & Post Mile Back/Ahead used for State Highway System.

Legislative Districts	Senate: 1st	Congressional: 4th
	Assembly: 4th & 10th	
Implementing Agency (by component)	E&P (PA&ED): Caltrans completed 06/28/02	PS&E: El Dorado DOT
	R/W: El Dorado DOT	CON: El Dorado DOT
Project Title	US 50 HOV Lanes - Phase 1	

Location - Project Limits - Description and Scope of Work (Provide a project location map on a separate sheet and attach to this form)

Located in El Dorado County, the project will construct HOV lanes by widening US 50 from approximately El Dorado Hills Blvd. (PM 0.0) to west of Bass Lake Road (PM 2.9). The widening will consist of constructing an additional lane in the median in each direction, as well as widening existing median shoulders to current standards. The project will extend the current HOV lane system and provide 15 continuous miles of eastbound and westbound lanes between Sunrise Boulevard in Sacramento County and Bass Lake Road in El Dorado County. The project will also rehabilitate failing areas of pavement per the Material Report, replace the Latrobe Road UC Eastbound Offramp Bridge, and extend the eastbound truck lane to close the existing truck lane gap.

Description of Major Project Benefits

Daily Vehicle Hours of Delay Saved	2295 Hrs.	(837,000 annual)
Daily Peak Duration Person-Minutes Saved	167560 Min.	
Other: Benefit - Cost ratio of 2.1; Reduce injury accidents by 6%		

Corridor System Management Plan

Lead Agency: Caltrans	Month/Year
Plan Adoption Date:	
Plan Implementation Date:	Mar-09
Expected Source(s) of Additional Funding if the Current Funding Plan Proves Insufficient	Jul-10

El Dorado County has committed to funding any potential cost increases with local funds. El Dorado County received \$2.208M in Corridor Management and Air Quality (CMAQ) funds February 7, 2008 and has decided to add them to the project to cover the additional scope of work.

Project Delivery Baseline (Milestones)	Month/Year
Begin Environmental Phase (PA&ED)	Complete
Draft Environmental Document Milestone	Complete
Draft Project Report Milestone	Complete
End Environmental Phase (PA&ED Milestone)	Jun-02
Begin Design Phase (Plans, Specifications, and Estimates)	Mar-07
End Design Phase (RTL Milestone)	May-08
Begin Right-of-Way (Maps to Right of Way)	Jun-07
End Right-of-Way (Right-of-Way Certification No. 1 Milestone)	May-08
Begin Construction Phase (Award Date)	Dec-08
End Construction Phase (Construction Contract Acceptance Milestone)	Jun-10
Begin Closeout Phase (Remaining Activities after CCA)	Aug-10
End Closeout Phase (Closeout Report Milestone)	Aug-11

The CTC CMA Guidelines and a template of this Project Fact Sheet are available at: <http://www.dot.ca.gov/hq/transprog/> and at: <http://www.ctsc.ca.gov/>

STATE OF CALIFORNIA • DEPARTMENT OF TRANSPORTATION
PROJECT PROGRAMMING REQUEST
 DTP-0001 (REV. 3/08)

Date: 05/11/07

County	CT District	PPNO	TCRP Project No.	EA
ED	03	3283A		3A711
Project Title: US 50 HOV Lanes - Phase 1 (Baseline Project)				

Existing Total Project Cost									Implementing Agency
Component	Prior	08/09	09/10	10/11	11/12	12/13	13/14+	Total	
E&P (PA&ED)									
PS&E	3,000							3,000	
R/W SUP (CT)	100							100	
CON SUP (CT)		3,560						3,560	
R/W	100							100	
CON		35,900						35,900	
TOTAL	3,200	39,160						42,360	

Proposed Total Project Cost									Implementing Agency
Component	Prior	08/09	09/10	10/11	11/12	12/13	13/14+	Total	
E&P (PA&ED)									
PS&E	2,750							2,750	
R/W SUP (CT)	100							100	
CON SUP (CT)		3,560						3,560	
R/W	100							100	
CON		31,200						31,200	
TOTAL	2,950	34,760						37,710	

Fund No. 1:	Corridor Management Improvement Account (CMIA) Program								Program Code
Existing Funding									Funding Agency
Component	Prior	08/09	09/10	10/11	11/12	12/13	13/14+	Total	
E&P (PA&ED)									Caltrans
PS&E									
R/W SUP (CT)									
CON SUP (CT)									
R/W									
CON		20,000						20,000	
TOTAL		20,000						20,000	
Proposed Funding									Notes
E&P (PA&ED)									Proportionate savings = \$2472
PS&E									
R/W SUP (CT)									
CON SUP (CT)									
R/W									
CON		17,528						17,528	
TOTAL		17,528						17,528	

Fund No. 2:	El Dorado County Traffic Impact fees								Program Code
Existing Funding									Funding Agency
Component	Prior	08/09	09/10	10/11	11/12	12/13	13/14+	Total	
E&P (PA&ED)									El Dorado County DOT
PS&E	3,000							3,000	
R/W SUP (CT)	100							100	
CON SUP (CT)		3,300						3,300	
R/W	100							100	
CON		7,214						7,214	
TOTAL	3,200	10,514						13,714	
Proposed Funding									Notes
E&P (PA&ED)									Reduce PS&E support cost by \$250K anticipated savings for original scope. \$3M-\$0.25M = \$2.750M. Proportionate Const Savings
PS&E	2,750							2,750	
R/W SUP (CT)	100							100	
CON SUP (CT)		3,300						3,300	
R/W	100							100	
CON		6,322						6,322	
TOTAL	2,950	9,622						12,572	

PROJECT PROGRAMMING REQUEST

DTP-0001 (REV. 3/08)

Date: 05/11/07

County	GT District	PPNO	TCRP Project No.	EA
ED	03	3283A		3A711
Project Title: US 50 HOV Lanes - Phase 1 (Baseline Project)				

Fund No. 3:	CMAQ								Program Code
Existing Funding									
Component	Prior	08/09	09/10	10/11	11/12	12/13	13/14+	Total	Funding Agency
E&P (PA&ED)									
PS&E									
R/W SUP (CT)									
CON SUP (CT)									
R/W									
CON		5,786						5,786	
TOTAL		5,786						5,786	
Proposed Funding									
Component	Prior	08/09	09/10	10/11	11/12	12/13	13/14+	Total	Notes
E&P (PA&ED)									Proportionate Savings
PS&E									
R/W SUP (CT)									
CON SUP (CT)									
R/W									
CON		5,071						5,071	
TOTAL		5,071						5,071	

Fund No. 4:	El Dorado County - Other Funds (Local Funds)								Program Code
Existing Funding									
Component	Prior	08/09	09/10	10/11	11/12	12/13	13/14+	Total	Funding Agency
E&P (PA&ED)									El Dorado County DOT
PS&E									
R/W SUP (CT)									
CON SUP (CT)		260						260	
R/W									
CON		2,600						2,600	
TOTAL		2,860						2,860	
Proposed Funding									
Component	Prior	08/09	09/10	10/11	11/12	12/13	13/14+	Total	Notes
E&P (PA&ED)									Proportionate savings
PS&E									
R/W SUP (CT)									
CON SUP (CT)		260						260	
R/W									
CON		2,279						2,279	
TOTAL		2,539						2,539	

Fund No. 5:									Program Code
Existing Funding									
Component	Prior	08/09	09/10	10/11	11/12	12/13	13/14+	Total	Funding Agency
E&P (PA&ED)									
PS&E									
R/W SUP (CT)									
CON SUP (CT)									
R/W									
CON									
TOTAL									
Proposed Funding									
Component	Prior	08/09	09/10	10/11	11/12	12/13	13/14+	Total	Notes
E&P (PA&ED)									
PS&E									
R/W SUP (CT)									
CON SUP (CT)									
R/W									
CON									
TOTAL									

PROJECT PROGRAMMING REQUEST

DTP-0001 (REV. 3/08)

Date: 05/11/07

County	CT District	PPNO	TCRP Project No.	EA
ED	03	3283A		3A711
Project Title: US 50 HOV Lanes - Phase 1 (Baseline Project)				

Fund No. 6:									Program Code
Existing Funding									
Component	Prior	08/09	09/10	10/11	11/12	12/13	13/14+	Total	Funding Agency
E&P (PA&ED)									
PS&E									
R/W SUP (CT)									
CON SUP (CT)									
R/W									
CON									
TOTAL									
Proposed Funding									Notes
E&P (PA&ED)									
PS&E									
R/W SUP (CT)									
CON SUP (CT)									
R/W									
CON									
TOTAL									

Fund No. 7:									Program Code
Existing Funding									
Component	Prior	08/09	09/10	10/11	11/12	12/13	13/14+	Total	Funding Agency
E&P (PA&ED)									
PS&E									
R/W SUP (CT)									
CON SUP (CT)									
R/W									
CON									
TOTAL									
Proposed Funding									Notes
E&P (PA&ED)									
PS&E									
R/W SUP (CT)									
CON SUP (CT)									
R/W									
CON									
TOTAL									

Fund No. 8:									Program Code
Existing Funding									
Component	Prior	08/09	09/10	10/11	11/12	12/13	13/14+	Total	Funding Agency
E&P (PA&ED)									
PS&E									
R/W SUP (CT)									
CON SUP (CT)									
R/W									
CON									
TOTAL									
Proposed Funding									Notes
E&P (PA&ED)									
PS&E									
R/W SUP (CT)									
CON SUP (CT)									
R/W									
CON									
TOTAL									

Fund No. 9:									Program Code
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PROJECT PROGRAMMING REQUEST

DTP-0001 (REV. 3/08)

Date: 05/11/07

County	CT District	PPNO	TCRP Project No.	EA
ED	03	3283A		3A711
Project Title: US 50 HOV Lanes - Phase 1 (Baseline Project)				

Existing Funding									Funding Agency
Component	Prior	08/09	09/10	10/11	11/12	12/13	13/14+	Total	
E&P (PA&ED)									
PS&E									
R/W SUP (CT)									
CON SUP (CT)									
R/W									
CON									
TOTAL									
Proposed Funding									Notes
Component	Prior	08/09	09/10	10/11	11/12	12/13	13/14+	Total	
E&P (PA&ED)									
PS&E									
R/W SUP (CT)									
CON SUP (CT)									
R/W									
CON									
TOTAL									

Fund No. 10:									Program Code
Existing Funding									Funding Agency
Component	Prior	08/09	09/10	10/11	11/12	12/13	13/14+	Total	
E&P (PA&ED)									
PS&E									
R/W SUP (CT)									
CON SUP (CT)									
R/W									
CON									
TOTAL									
Proposed Funding									Notes
Component	Prior	08/09	09/10	10/11	11/12	12/13	13/14+	Total	
E&P (PA&ED)									
PS&E									
R/W SUP (CT)									
CON SUP (CT)									
R/W									
CON									
TOTAL									

Fund No. 11:									Program Code
Existing Funding									Funding Agency
Component	Prior	08/09	09/10	10/11	11/12	12/13	13/14+	Total	
E&P (PA&ED)									
PS&E									
R/W SUP (CT)									
CON SUP (CT)									
R/W									
CON									
TOTAL									
Proposed Funding									Notes
Component	Prior	08/09	09/10	10/11	11/12	12/13	13/14+	Total	
E&P (PA&ED)									
PS&E									
R/W SUP (CT)									
CON SUP (CT)									
R/W									
CON									
TOTAL									

Fund No. 12:									Program Code
Existing Funding									

PROJECT PROGRAMMING REQUEST

DTP-0001 (REV. 3/08)

Date: 05/11/07

County	CT District	PPNO	TCRP Project No.	EA
ED	03	3283A		3A711
Project Title: US 50 HOV Lanes - Phase 1 (Baseline Project)				

Component	Prior	08/09	09/10	10/11	11/12	12/13	13/14+	Total	Funding Agency
E&P (PA&ED)									
PS&E									
R/W SUP (CT)									
CON SUP (CT)									
R/W									
CON									
TOTAL									
Proposed Funding									Notes
E&P (PA&ED)									
PS&E									
R/W SUP (CT)									
CON SUP (CT)									
R/W									
CON									
TOTAL									

Fund No. 13:									Program Code
Existing Funding									
Component	Prior	08/09	09/10	10/11	11/12	12/13	13/14+	Total	Funding Agency
E&P (PA&ED)									
PS&E									
R/W SUP (CT)									
CON SUP (CT)									
R/W									
CON									
TOTAL									
Proposed Funding									Notes
E&P (PA&ED)									
PS&E									
R/W SUP (CT)									
CON SUP (CT)									
R/W									
CON									
TOTAL									

Fund No. 14:									Program Code
Existing Funding									
Component	Prior	08/09	09/10	10/11	11/12	12/13	13/14+	Total	Funding Agency
E&P (PA&ED)									
PS&E									
R/W SUP (CT)									
CON SUP (CT)									
R/W									
CON									
TOTAL									
Proposed Funding									Notes
E&P (PA&ED)									
PS&E									
R/W SUP (CT)									
CON SUP (CT)									
R/W									
CON									
TOTAL									

STATE OF CALIFORNIA • DEPARTMENT OF TRANSPORTATION
PROJECT PROGRAMMING REQUEST
 DTP-0001 (REV. 3/08)

Date: 05/23/08

County	CT District	PPNO	TCRP Project No.	EA
ED	03			
Project Title: Pavement Rehabilitation and Rte 50/EI Dorado Hills Blvd EB Offramp Bridge Replacement				

Existing Total Project Cost									Implementing Agency	
Component	Prior	08/09	09/10	10/11	11/12	12/13	13/14+	Total		
E&P (PA&ED)										
PS&E										
R/W SUP (CT)										
CON SUP (CT)										
R/W										
CON										
TOTAL										
Proposed Total Project Cost									Implementing Agency	
E&P (PA&ED)										
PS&E	250							250		
R/W SUP (CT)										
CON SUP (CT)										
R/W										
CON		6,608						6,608		
TOTAL	250	6,608						6,858		

Fund No. 1:	Congestion Mitigation and Air Quality (CMAQ) Program								Program Code	
Existing Funding									Funding Agency	
Component	Prior	08/09	09/10	10/11	11/12	12/13	13/14+	Total		
E&P (PA&ED)										
PS&E										
R/W SUP (CT)										
CON SUP (CT)										
R/W										
CON										
TOTAL										
Proposed Funding									Notes	
E&P (PA&ED)										Add \$2.208M in CMAQ and combine with \$715 savings from Prop 1B CMA Project (PPNO 3283A) to cover total estimate of \$6.608M. PS&E and Construction support costs covered
PS&E										
R/W SUP (CT)										
CON SUP (CT)										
R/W										
CON		2,923						2,923		
TOTAL		2,923						2,923		

Fund No. 2:	CMAQ								Program Code	
Existing Funding									Funding Agency	
Component	Prior	08/09	09/10	10/11	11/12	12/13	13/14+	Total		
E&P (PA&ED)										
PS&E										
R/W SUP (CT)										
CON SUP (CT)										
R/W										
CON										
TOTAL										
Proposed Funding									Notes	
E&P (PA&ED)										
PS&E										
R/W SUP (CT)										
CON SUP (CT)										
R/W										
CON		2,472						2,472		
TOTAL		2,472						2,472		

PROJECT PROGRAMMING REQUEST

DTP-0001 (REV. 3/08)

Date: 05/23/08

County	CT District	PPNO	TCRP Project No.	EA
ED	03			
Project Title: Pavement Rehabilitation and Rte 50/EI Dorado Hills Blvd EB Offramp Bridge Replacement				

Fund No. 3:		Traffic Impact Fees							Program Code	
Existing Funding										
Component	Prior	08/09	09/10	10/11	11/12	12/13	13/14+	Total	Funding Agency	
E&P (PA&ED)										
PS&E										
R/W SUP (CT)										
CON SUP (CT)										
R/W										
CON										
TOTAL										
Proposed Funding									Notes	
E&P (PA&ED)										
PS&E	250							250		
R/W SUP (CT)										
CON SUP (CT)										
R/W										
CON		892						892		
TOTAL	250	892						1,142		

Fund No. 4:		Local Funds							Program Code	
Existing Funding										
Component	Prior	08/09	09/10	10/11	11/12	12/13	13/14+	Total	Funding Agency	
E&P (PA&ED)										
PS&E										
R/W SUP (CT)										
CON SUP (CT)										
R/W										
CON										
TOTAL										
Proposed Funding									Notes	
E&P (PA&ED)										
PS&E										
R/W SUP (CT)										
CON SUP (CT)										
R/W										
CON		321						321		
TOTAL		321						321		

Fund No. 5:									Program Code	
Existing Funding										
Component	Prior	08/09	09/10	10/11	11/12	12/13	13/14+	Total	Funding Agency	
E&P (PA&ED)										
PS&E										
R/W SUP (CT)										
CON SUP (CT)										
R/W										
CON										
TOTAL										
Proposed Funding									Notes	
E&P (PA&ED)										
PS&E										
R/W SUP (CT)										
CON SUP (CT)										
R/W										
CON										
TOTAL										

PROJECT PROGRAMMING REQUEST

DTP-0001 (REV. 3/08)

Date: 05/23/08

County	CT District	PFNO	TCRP Project No.	EA
ED	03			
Project Title: Pavement Rehabilitation and Rte 50/EI Dorado Hills Blvd EB Offramp Bridge Replacement				

Fund No. 6:									Program Code
Existing Funding									
Component	Prior	08/09	09/10	10/11	11/12	12/13	13/14+	Total	Funding Agency
E&P (PA&ED)									
PS&E									
R/W SUP (CT)									
CON SUP (CT)									
R/W									
CON									
TOTAL									
Proposed Funding									Notes
E&P (PA&ED)									
PS&E									
R/W SUP (CT)									
CON SUP (CT)									
R/W									
CON									
TOTAL									

Fund No. 7:									Program Code
Existing Funding									
Component	Prior	08/09	09/10	10/11	11/12	12/13	13/14+	Total	Funding Agency
E&P (PA&ED)									
PS&E									
R/W SUP (CT)									
CON SUP (CT)									
R/W									
CON									
TOTAL									
Proposed Funding									Notes
E&P (PA&ED)									
PS&E									
R/W SUP (CT)									
CON SUP (CT)									
R/W									
CON									
TOTAL									

Fund No. 8:									Program Code
Existing Funding									
Component	Prior	08/09	09/10	10/11	11/12	12/13	13/14+	Total	Funding Agency
E&P (PA&ED)									
PS&E									
R/W SUP (CT)									
CON SUP (CT)									
R/W									
CON									
TOTAL									
Proposed Funding									Notes
E&P (PA&ED)									
PS&E									
R/W SUP (CT)									
CON SUP (CT)									
R/W									
CON									
TOTAL									

Fund No. 9:									Program Code
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PROJECT PROGRAMMING REQUEST

DTP-0001 (REV. 3/08)

Date: 05/23/08

County	CT District	PFNO	TCRP Project No.	EA
ED	03			
Project Title: Pavement Rehabilitation and Rte 50/EI Dorado Hills Blvd EB Offramp Bridge Replacement				

Existing Funding									Funding Agency
Component	Prior	08/09	09/10	10/11	11/12	12/13	13/14+	Total	
E&P (PA&ED)									
PS&E									
R/W SUP (CT)									
CON SUP (CT)									
R/W									
CON									
TOTAL									
Proposed Funding									Notes
E&P (PA&ED)									
PS&E									
R/W SUP (CT)									
CON SUP (CT)									
R/W									
CON									
TOTAL									

Fund No. 10:									Program Code
Existing Funding									Funding Agency
Component	Prior	08/09	09/10	10/11	11/12	12/13	13/14+	Total	
E&P (PA&ED)									
PS&E									
R/W SUP (CT)									
CON SUP (CT)									
R/W									
CON									
TOTAL									
Proposed Funding									Notes
E&P (PA&ED)									
PS&E									
R/W SUP (CT)									
CON SUP (CT)									
R/W									
CON									
TOTAL									

Fund No. 11:									Program Code
Existing Funding									Funding Agency
Component	Prior	08/09	09/10	10/11	11/12	12/13	13/14+	Total	
E&P (PA&ED)									
PS&E									
R/W SUP (CT)									
CON SUP (CT)									
R/W									
CON									
TOTAL									
Proposed Funding									Notes
E&P (PA&ED)									
PS&E									
R/W SUP (CT)									
CON SUP (CT)									
R/W									
CON									
TOTAL									

Fund No. 12:									Program Code
Existing Funding									

PROJECT PROGRAMMING REQUEST

DTP-0001 (REV. 3/08)

Date: 05/23/08

County	CT District	PPNO	TCRP Project No.	EA
ED	03			
Project Title: Pavement Rehabilitation and Rte 50/EI Dorado Hills Blvd EB Offramp Bridge Replacement				

Component	Prior	08/09	09/10	10/11	11/12	12/13	13/14+	Total	Funding Agency
E&P (PA&ED)									
PS&E									
R/W SUP (CT)									
CON SUP (CT)									
R/W									
CON									
TOTAL									
Proposed Funding									Notes
E&P (PA&ED)									
PS&E									
R/W SUP (CT)									
CON SUP (CT)									
R/W									
CON									
TOTAL									

Fund No. 13:									Program Code
Existing Funding									
Component	Prior	08/09	09/10	10/11	11/12	12/13	13/14+	Total	Funding Agency
E&P (PA&ED)									
PS&E									
R/W SUP (CT)									
CON SUP (CT)									
R/W									
CON									
TOTAL									
Proposed Funding									Notes
E&P (PA&ED)									
PS&E									
R/W SUP (CT)									
CON SUP (CT)									
R/W									
CON									
TOTAL									

Fund No. 14:									Program Code
Existing Funding									
Component	Prior	08/09	09/10	10/11	11/12	12/13	13/14+	Total	Funding Agency
E&P (PA&ED)									
PS&E									
R/W SUP (CT)									
CON SUP (CT)									
R/W									
CON									
TOTAL									
Proposed Funding									Notes
E&P (PA&ED)									
PS&E									
R/W SUP (CT)									
CON SUP (CT)									
R/W									
CON									
TOTAL									

PROJECT PROGRAMMING REQUEST

DTP-0001 (REV. 3/08)

Date: 04/24/08

County	CT District	FPNO	TCRP Project No.	EA
ED	3	3283A		3A711
Project Title: HOV Lane - El Dorado Hills Blvd to w. of Bass Lake (Enhanced project scope)				

Existing Total Project Cost									Implementing Agency
Component	Prior	08/09	09/10	10/11	11/12	12/13	13/14+	Total	
E&P (PA&ED)									
PS&E	3,000							3,000	El Dorado County
R/W SUP (CT)	100							100	
CON SUP (CT)		3,560						3,560	
R/W	100							100	El Dorado County
CON		35,600						35,600	El Dorado County
TOTAL	3,200	39,160						42,360	

Proposed Total Project Cost									Implementing Agency
Component	Prior	08/09	09/10	10/11	11/12	12/13	13/14+	Total	
E&P (PA&ED)									
PS&E	3,000							3,000	
R/W SUP (CT)	100							100	
CON SUP (CT)		3,560						3,560	
R/W	100							100	
CON		37,608						37,608	
TOTAL	3,200	41,368						44,568	

Fund No. 1:	State Bond - Corridor Mobility Program (CMIA)								Program Code
Existing Funding									20.XX.721.000
Component	Prior	08/09	09/10	10/11	11/12	12/13	13/14+	Total	Funding Agency
E&P (PA&ED)									Caltrans
PS&E									
R/W SUP (CT)									
CON SUP (CT)									
R/W									
CON		20,000						20,000	
TOTAL		20,000						20,000	

Proposed Funding									Notes
Component	Prior	08/09	09/10	10/11	11/12	12/13	13/14+	Total	
E&P (PA&ED)									
PS&E									
R/W SUP (CT)									
CON SUP (CT)									
R/W									
CON		20,000						20,000	
TOTAL		20,000						20,000	

Fund No. 2:	CMAQ - Congestion Mitigation (CMAQ)								Program Code
Existing Funding									20.30.010.820
Component	Prior	08/09	09/10	10/11	11/12	12/13	13/14+	Total	Funding Agency
E&P (PA&ED)									El Dorado Local Transportation Cor
PS&E									
R/W SUP (CT)									
CON SUP (CT)									
R/W									
CON		5,786						5,786	
TOTAL		5,786						5,786	

Proposed Funding									Notes
Component	Prior	08/09	09/10	10/11	11/12	12/13	13/14+	Total	
E&P (PA&ED)									Add \$4.4M original project savings and \$2.208M additional funds to cover total estimate of added scope items of \$6.608M.
PS&E									
R/W SUP (CT)									
CON SUP (CT)									
R/W									
CON		7,994						7,994	\$1.386M+\$4.4M+\$2.208M
TOTAL		7,994						7,994	= \$7.994M

PROJECT PROGRAMMING REQUEST

DTP-0001 (REV. 3/05)

Date: 04/24/08

County	CT District	PPNO	TCRP Project No.	EA
ED	3	3283A		3A711
Project Title: HOV Lane - El Dorado Hills Blvd to w. of Bass Lake (Enhanced project scope)				

Fund No. 3:		Loc Funds - Local Transportation Funds (LTF)							Program Code	
		Existing Funding							LOCAL FUNDS	
Component	Prior	08/09	09/10	10/11	11/12	12/13	13/14+	Total	Funding Agency	
E&P (PA&ED)									El Dorado Local Transportation Cor	
PS&E	3,000							3,000		
R/W SUP (CT)	100							100		
CON SUP (CT)		3,300						3,300		
R/W	100							100		
CON		7,214						7,214		
TOTAL	3,200	10,514						13,714		
		Proposed Funding							Notes	
E&P (PA&ED)									Moved from Local (Other Funds)	
PS&E	3,000							3,000		
R/W SUP (CT)	100							100	\$260,000 CON SUP (CT)	
CON SUP (CT)		3,560						3,560	\$2.6M CON. Add \$0.250M to PS&E in savings from original project. No change to total programmed PS&E	
R/W	100							100		
CON		9,814						9,814		
TOTAL	3,200	13,374						16,574		

Fund No. 4:		Loc Funds - Local Transportation Funds (LTF)							Program Code	
		Existing Funding							LOCAL FUNDS	
Component	Prior	08/09	09/10	10/11	11/12	12/13	13/14+	Total	Funding Agency	
E&P (PA&ED)									El Dorado County	
PS&E										
R/W SUP (CT)										
CON SUP (CT)		260						260		
R/W										
CON		2,600						2,600		
TOTAL		2,860						2,860		
		Proposed Funding							Notes	
E&P (PA&ED)									Moved to Local TIM Fees	
PS&E									\$260,000 CON SUP (CT)	
R/W SUP (CT)									\$2.6M CON	
CON SUP (CT)										
R/W										
CON										
TOTAL										

Fund No. 5:		Existing Funding							Program Code	
Component	Prior	08/09	09/10	10/11	11/12	12/13	13/14+	Total	Funding Agency	
E&P (PA&ED)										
PS&E										
R/W SUP (CT)										
CON SUP (CT)										
R/W										
CON										
TOTAL										
		Proposed Funding							Notes	
E&P (PA&ED)										
PS&E										
R/W SUP (CT)										
CON SUP (CT)										
R/W										
CON										
TOTAL										

STATE OF CALIFORNIA • DEPARTMENT OF TRANSPORTATION
PROJECT PROGRAMMING REQUEST
DTP-0001 (REV. 3/08)

General Instructions

<input checked="" type="checkbox"/> New Project		<input type="checkbox"/> Amendment (Existing Project)		Date:	05/23/08
Caltrans District	EA	PPNO	MPO ID	TCRP No.	
03					
County	Route/Corridor	Project Sponsor/Lead Agency		MPO	Element
ED	50	El Dorado County DOT		Non-MPO	LA
Project Title					
Pavement Rehabilitation and Rte 50/El Dorado Hills Blvd EB Offramp Bridge Replacement					
PM:Bk	PM Ahd	Project Mgr/Contact	Phone	E-mail/Address	
0	2.9	Clark Peri	(916) 274-0538	cperi@dot.ca.gov	
Location, Project Limits, Description, Scope of Work, Legislative Description					
In El Dorado County. Rehabilitation of existing mainline pavement and Rte 50/El Dorado Hills Blvd EB Offramp Bridge Replacement.					
Component	Implementing Agency		AB 3090	Letter of No Prejudice	
PA&ED	Caltrans - Completed 06/28/02		<input type="checkbox"/>	<input type="checkbox"/>	
PS&E	El Dorado County DOT		<input type="checkbox"/>	<input type="checkbox"/>	
Right of Way	El Dorado County DOT		<input type="checkbox"/>	<input type="checkbox"/>	
Construction	El Dorado County DOT		<input type="checkbox"/>	<input type="checkbox"/>	
Legislative Districts					
Assembly: 4th & 10th		Senate: 1st			
Congressional: 4th					
Purpose and Need					
Pavement deflection testing has identified a need to rehabilitate pavement on U.S Highway 50 between El Dorado Hills Boulevard I/C and Bass Lake Road I/C. Due to traffic operational issues during construction of the El Dorado County HOV lane project, it has been determined that the eastbound El Dorado Hills Boulevard offramp bridge needs to be replaced.					
Project Benefits					
9.04 miles of rehabilitated pavement. 1 new bridge structure.					
Project Milestone					Date
Project Study Report Approved					04/01/99
Begin Environmental (PA&ED) Phase					04/01/99
Circulate Draft Environmental Document			Document Type	ND/FONSI	02/20/02
Draft Project Report					02/15/02
End Environmental Phase (PA&ED Milestone)					06/28/02
Begin Design (PS&E) Phase					04/21/08
End Design Phase (Ready to List for Advertisement Milestone)					08/15/08
Begin Right of Way Phase					04/21/08
End Right of Way Phase (Right of Way Certification Milestone)					08/15/08
Begin Construction Phase (Contract Award Milestone)					12/01/08
End Construction Phase (Construction Contract Acceptance Milestone)					06/01/10
Begin Closeout Phase					08/01/10
End Closeout Phase (Closeout Report)					08/01/11

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COOPERATIVE AGREEMENT

THIS AGREEMENT, ENTERED INTO EFFECTIVE ON May 1, 2008, is between the STATE OF CALIFORNIA, acting by and through its Department of Transportation, referred to herein as "STATE", and the

COUNTY OF EL DORADO, a political subdivision of the State of California, referred to herein as "COUNTY".

RECITALS

1. STATE and COUNTY, herein referred to herein as "PARTIES", pursuant to Streets and Highways Code sections 114 and 130, are authorized to enter into a Cooperative Agreement for improvements to the State Highway System (SHS) right of way (R/W) within COUNTY's jurisdiction.
2. STATE desires improvements to United States Highway 50 (US 50) from Latrobe Road to the Bass Lake grade, within COUNTY, consisting of construction of high occupancy vehicle (HOV) and bus lanes in the median. STATE, as CEQA lead, completed the project approval and environmental documentation (PA&ED) phase of these improvements in June of 2002.
3. COUNTY desires improvements to the US 50/El Dorado Hills Boulevard/Latrobe Road Interchange consisting of bridge replacements. COUNTY, as CEQA lead, completed PA&ED for these improvements in June 2000.
4. STATE and COUNTY intend to construct the improvements referred to in Articles 2 and 3 above together. Said improvements are referred herein as PROJECT.
5. State is willing to fund an amount of \$20,000,000 from STATE's Corridor Mobility Improvement Account (CMIA). COUNTY is willing to fund one hundred percent (100%) of all remaining PROJECT costs beyond STATE's Corridor Mobility Improvement Account (CMIA), using federally apportioned Congestion, Mitigation and Air Quality (CMAQ), and local funds, said combination of CMIA, CMAQ, and local funds herein referred to as "FUNDS" as shown on Exhibit A, attached to and made a part of this agreement. STATE will also perform and fund Independent Quality Assurance (IQA) for PROJECT, at no cost to PROJECT or COUNTY.
6. COUNTY will prepare PS&E, construction contract documents, and advertise, award, and administer PROJECT construction contract.
7. STATE will perform all PROJECT R/W acquisition and other R/W activities.
8. The terms of this Agreement shall supersede any inconsistent terms of any prior

Memorandum of Understanding (MOU) or agreement relating to PROJECT.

9. PARTIES now define herein below the terms and conditions under which PROJECT's PS&E, R/W, and construction will be accomplished.

SECTION I

COUNTY AGREES:

1. To perform and prepare the detailed PS&E and to perform all necessary construction activities for PROJECT completion, except for STATE's IQA efforts.
2. All PROJECT work performed by COUNTY, or performed on COUNTY's behalf, shall be performed in accordance with all STATE and Federal laws, regulations, procedures and standards that STATE would normally follow. All such PROJECT work shall be submitted to STATE for STATE's review, comment, and concurrence at appropriate sequential stages of development.
3. To permit STATE to monitor, participate, and oversee the selection of personnel who will provide construction engineering services for PROJECT. COUNTY agrees to consider any request by STATE to avoid a contract award or discontinue the contracted services of any personnel considered by STATE to be unqualified on the basis of credentials, professional expertise, failure to perform, and/or other pertinent criteria.
4. To be liable for any damage to Clarksville Undercrossing (Bridge No. 25-0072 R/L) that occurs as a result of their request for minimal vertical falsework clearance at this location during construction. Additionally, STATE would require COUNTY to pay for, as a PROJECT cost, any required traffic safety devices in conformance with the standards and specifications of the Manual of Uniform Traffic Control Devices.
5. To pay all PROJECT PS&E, R/W, and construction costs, including but not limited to, state furnished material (SFM) and STATE's source inspection costs, in excess of STATE's CMIA contribution for construction capital costs, as shown on Exhibit A, attached to and made a part of this Agreement.
6. To invoice STATE for the amount of \$2,500,000, the initial deposit for PROJECT. This figure represents one month estimated capital costs for PROJECT. To thereafter submit to STATE, no more than monthly in arrears, invoices for actual costs not to exceed \$20,000,000, as shown on Exhibit A.
7. Upon completion of PROJECT and all work incidental thereto, to furnish STATE with a detailed statement of PROJECT costs to be borne by STATE. To thereafter refund to STATE, promptly after completion of COUNTY's final accounting of said PROJECT costs, any amount of STATE's deposits, required in Section II, Article 2, remaining after

said costs to be borne by COUNTY have been deducted, or to bill STATE for any additional amount required to complete STATE's financial obligations assumed pursuant to this Agreement.

8. To provide written notice to STATE forty-five (45) days prior to award of PROJECT construction contract, requesting any SFM identified in the PROJECT PS&E. To also provide written notice to STATE requesting any additional SFM deemed necessary during PROJECT construction.
9. To deposit with STATE within fifteen (15) days of receipt of billing thereof (which billing will be forwarded within forty-five (45) days of receipt of COUNTY's request), the estimated cost of said SFM. Upon receipt by STATE of both the requested material and COUNTY's payment, STATE will make said material available to COUNTY at a STATE-designated site.
10. COUNTY shall reimburse STATE for all direct and indirect costs incurred for any source inspection performed by STATE for PROJECT.
11. To deposit with STATE within twenty-five (25) days of receipt of STATE's billing thereof, the amount of said bill, which amount represents the estimated cost of source inspection, as referred to in Article 5 of this Section I.
12. To deposit with STATE within twenty-five (25) days of receipt of STATE's initial billing thereof \$100,000, which amount represents on month's estimated cost of R/W acquisition, in the amount of \$70,000 and two month's cost of R/W activities, in the amount of \$30,000, for PROJECT.
13. To pay STATES's approved monthly invoices within thirty (30) days of receipt. Said invoices shall represent current PROJECT costs for R/W acquisition and R/W activities.
14. If the expenses for PROJECT R/W acquisition and other R/W activities go beyond COUNTY's estimated share of funds, STATE shall stop PROJECT R/W acquisitions and other R/W activities until additional funds are procured and made available and this Agreement is amended according.
15. To pay STATE upon completion of all work on PROJECT and within twenty-five (25) days of receipt of a detailed statement made upon final accounting of costs therefore, any amount, over and above the aforesaid deposits for R/W acquisition and R/W activities, SFM and source inspection, required to complete COUNTY's financial obligations assumed pursuant to this Agreement.
16. To submit to STATE a detailed PS&E for review and acceptance prior to preparing contract documents. A Civil Engineer registered in the State of California shall sign the

PS&E PROJECT. COUNTY agrees that any landscape work in the PS&E shall be prepared and signed by a licensed California Landscape Architect.

17. Personnel who are employees of the COUNTY and who are qualified to review the environmental documentation, including investigative studies and technical environmental reports, shall be made available to STATE, at no cost to STATE, through completion of PROJECT construction to discuss problems which may arise during PS&E, R/W, construction, and/or to make design revisions for contract change orders.
18. To apply for and obtain the necessary encroachment permits from STATE for any required work within the SHS R/W in accordance with STATE's standard permit procedures and in regards to PROJECT construction, as more specifically defined in Section III of this Agreement.
19. To advertise, award, and administer PROJECT construction contract in accordance with requirements of the Local Agency Public Construction Act and the California Labor Code, including its prevailing wage provisions. Workers employed in the performance of work contracted for by COUNTY, and/or performed under encroachment permit, are covered by provisions of the California Labor Code in the same manner as are workers employed by STATE's contractors. The use of any Federal funds towards PROJECT construction will mandate the inclusion and enforcement of all applicable Federal labor mandates.
20. To pay for R/W STATE will acquire for PROJECT. These activities shall comply with all applicable State and Federal laws and regulations, subject to STATE's IQA to ensure that the completed work is acceptable for incorporation into SHS R/W.
21. In recognition that construction work for PROJECT done on STATE's property will not be directly funded and paid by STATE, for the purpose of protecting stop notice claimants and the interests of STATE relative to the successful completion of PROJECT, COUNTY agrees to require the construction contractor to furnish both a payment and a performance bond naming COUNTY as obligee with both bonds complying with the requirements set forth in Section 3-1.02 of STATE's current Standard Specifications prior to performing any construction work for PROJECT. COUNTY shall defend, indemnify and hold harmless STATE, its officers and employees from all claims by stop notice claimants related to the construction of PROJECT under the payment bond.
22. Construction by COUNTY of those portions of PROJECT which lie within the SHS R/W shall not commence until COUNTY's contract plans involving such work, the utility relocation plans, and R/W certification have been reviewed and accepted by STATE and encroachment permits have been issued to COUNTY and COUNTY's contractor.
23. COUNTY's construction contractor shall maintain in force, until completion and acceptance of the PROJECT construction contract, a policy of General Liability

Insurance, including coverage of Bodily Injury Liability and Property Damage Liability, which complies with all coverage requirements with Section 7-1.12 of STATE's then effective Standard Specifications. Such policy shall contain an additional insured endorsement naming STATE and its officers, agents, and employees as additional insureds. This insurance coverage shall be evidenced by a Certificate of Insurance in a form satisfactory to STATE which shall be delivered to STATE before the issuance of an encroachment permit to COUNTY's construction contractor.

24. To have PROJECT constructed by contract to the satisfaction of and subject to STATE's acceptance in accordance with the STATE accepted PROJECT PS&E.
25. Contract administration procedures shall conform to STATE's Construction Manual, Local Assistance Procedures Manual, and the PROJECT encroachment permits.
26. Construction within the existing or ultimate SHS R/W shall comply with STATE's Standard Specifications, PROJECT Special Provisions, and STATE's Construction Manual.
27. To identify and locate all utility facilities within PROJECT area as part of COUNTY's PROJECT design responsibility. All utility facilities not relocated or removed in advance of construction shall be identified on PROJECT PS&E for protection, relocation or removal.
28. To furnish evidence to STATE, in a form acceptable to STATE, that arrangements have been made for the protection, relocation, or removal of all conflicting facilities within the SHS R/W and that such work will be completed prior to the award of the contract to construct PROJECT or as covered in the PS&E for said contract. This evidence shall include a reference to all required SHS encroachment permits.
29. COUNTY shall require the utility owner or its contractors performing the protection or relocation work within the SHS R/W to obtain an encroachment permit from STATE prior to the performance of said work.
30. All survey work shall conform to the methods, procedures, and requirements of STATE's Surveys Manual and STATE's Staking Information Booklet.
31. PROJECT material testing and Quality Control/Assurance shall conform to STATE's Construction Manual, Construction Manual Supplement for COUNTY's Resident Engineer and Structure Representative Guideline and STATE's California Test Methods, and shall be performed by a material-tester certified by STATE, as a PROJECT expense.
32. All PROJECT work, except as set forth in this Agreement, is to be performed by COUNTY. Should COUNTY request that STATE perform any portion of PROJECT work not set forth in this Agreement, COUNTY shall first agree to reimburse STATE for

such work pursuant to an amendment to this Agreement or a separate executed agreement.

33. To furnish, at PROJECT's expense and subject to the approval of STATE, a field site representative who is a licensed civil engineer in the State of California to perform the functions of a Resident Engineer. The Resident Engineer shall not be an employee or subcontractor of the entity, if any that prepared the PROJECT PS&E or an employee of the construction contractor.
34. If the Resident Engineer is not also a registered Landscape Architect and landscape work is included in PROJECT work, COUNTY will furnish, at PROJECT expense and subject to approval of STATE, a Landscape Architect to perform the function of an Assistant Resident Engineer/Inspector who is responsible for both daily on-site inspections and final decisions including, but not limited to, any highway planting and the irrigations systems that comprise a portion of the PROJECT work. Final decisions shall continue to be subject to the satisfaction and approval of STATE.
35. As a PROJECT's expense, to furnish sufficient qualified support staff, subject to the approval of STATE, to assist the Resident Engineer in, but not limited to, structure representative construction surveys, soils and foundation tests, measurement and computation of quantities, testing of construction materials, checking shop drawings, preparation of estimates and reports, preparation of the mandated "As-Built" drawings, and other inspection and staff services necessary to assure that the construction is being performed in accordance with the PROJECT PS&E. Said qualified support staff shall be independent of the design engineering company and construction contractor, except that the PROJECT designer may be retained to check shop drawings, do soils foundation tests, test construction materials, and perform construction surveys.
36. Within one hundred and eighty (180) days following the completion and acceptance of the PROJECT construction contract, to furnish STATE with a complete set of "As-Built" plans in accordance with STATE's then current CADD Users Manual, Plans Preparation Manual, and STATE practice. The submittal must also include all STATE requested contract records, including survey documents and Records of Surveys (to include monument perpetuation per the Land Surveyor Act, section 8771). COUNTY shall also submit corrected full-sized hardcopy structure plans.
37. To retain or cause to be retained for audit by STATE or other government auditors for a period of four (4) years from the date of final payment under the PROJECT contract, or four (4) years from STATE payment of the final voucher, whichever is longer, all records and accounts relating to PROJECT construction. COUNTY shall retain said records and accounts longer for such periods as are required in writing by STATE.
38. Upon completion of PROJECT construction, COUNTY will operate and maintain, at COUNTY's cost, any part of PROJECT located outside of the existing SHS R/W

(including COUNTY underpasses and over crossings of then existing SHS R/W), until any subsequent acceptance of any part of PROJECT into SHS R/W by STATE, approve by FHWA, if required, and conveyance of acceptable title to STATE.

39. If COUNTY cannot complete PROJECT as originally scoped, scheduled, and estimated, COUNTY will, only with STATE's prior written consent, amend the PROJECT PS&E for a suitable resolution to ensure an alternate form of modified PROJECT that will, at all times, provide a safe and operable SHS.
40. If COUNTY terminates PROJECT prior to completion, STATE shall require COUNTY to return all previously received STATE funds to STATE and, at COUNTY's expense, to return the SHS R/W to its original condition or to a safe and operable condition acceptable to STATE. If COUNTY fails to do so, STATE reserves the right to finish PROJECT or to place PROJECT in a safe and operable condition and STATE will bill COUNTY for all actual expenses incurred and COUNTY agrees to pay said bill within thirty (30) days of receipt.
41. All aerial photography and photogrammetric mapping shall conform to STATE's current standards.
42. A copy of all original survey documents resulting from surveys performed for PROJECT, including original field notes, adjustment calculations, and final results, shall be delivered to STATE and shall become property of STATE. For aerial mapping, all information and materials listed in the document "Materials Needed to Review Consultant Photogrammetric Mapping" shall be delivered to STATE and shall become property of STATE.
43. All original recorded land title documents created by PROJECT that establish STATE property rights shall be delivered to STATE and become property of STATE.
44. To submit to STATE a list of Caltrans horizontal and vertical control monuments, which will be used to control surveying activities for PROJECT.
45. To cause, at no cost to STATE, the permanent monumentation of the location of all R/W acquisitions and the re-monumentation of any control or land net monuments destroyed during construction. Land net monuments within the State R/W need not be re-monumented, but must be referenced. All of the above referenced permanent monumentation and re-monumentation, and the existing land net, are to be shown on a Record of Survey filed with the County Surveyor in conformance with the California Land Surveyors Act. COUNTY shall deliver one copy of any field notes, Corner Records, with appurtenant back up and reference data and the Record of Survey to the STATE for approval prior to submitting the Record of Survey to the County.

46. To provide, at no cost to STATE, all necessary R/W Maps and Documents used to acquire R/W by COUNTY. All maps and documents shall be prepared by or under the direction of a person authorized to practice land surveying in the State of California. All maps and documents shall be prepared in accordance with the State of California R/W Manual, Chapter 6 - R/W Engineering, the State of California Drafting and Plans Manual or the superseding Plans Preparation Manual, the State of California Surveys Manual, applicable State laws, and other pertinent reference material and examples as provided by STATE. All R/W Maps and Documents shall bear the appropriate professional seal, certificate number, expiration date of registration certification and signature of the licensed person in "Responsible Charge of Work". COUNTY shall submit to STATE for review and acceptance all documents used to acquire R/W prior to signature of the property grantor. A certified copy of the recorded deeds shall be provided to STATE.
47. To deliver to STATE legal title of R/W, including access rights, free and clear of all encumbrances detrimental to STATE's present and future uses not later than the date of acceptance by STATE of maintenance and operation of the highway facility. Acceptance of said title by STATE is subject to a review of a Policy of Title Insurance in the name of the State of California to be provided and paid for by COUNTY.
48. To provide, at no cost to STATE, survey and mapping services necessary to perpetuate the existing land net in accordance with the California Land Surveyors Act. To submit to STATE for review and acceptance all R/W Engineering Hard Copies and R/W Appraisal Maps with appurtenant back up and reference data prior to preparation of legal descriptions and acquisition documents.
49. To provide, at no cost to STATE, an electronic copy of the Final R/W Record Maps and the Record of Survey with a hardcopy in Microstation format, including an electronic copy of the file, and two reproducible copies and a color bond copy of each final R/W Map.
50. To provide a Construction Zone Enhancement Enforcement Program (COZEEP) by contracting directly with the California Highway Patrol (CHP) for all traffic restrictions as outlined in STATE's Construction Manual.

SECTION II

STATE AGREES:

1. To pay COUNTY's approved monthly invoices within thirty (30) days of receipt. Said invoices shall represent current PROJECT costs. In no event shall bills paid by STATE for such costs exceed the amounts shown in Exhibit A.
2. To deposit with COUNTY the amount of \$2,500,000 within thirty (30) days of receipt of COUNTY's billing thereof, which amount represents one month's estimated capital costs

for PROJECT. Thereafter, to deposit with COUNTY, within fifteen days of receipt of COUNTY's periodic invoices, the invoiced amount, which figure will represent current actual PROJECT work costs.

3. To pay COUNTY upon completion of all PROJECT costs and within twenty-five (25) days of receipt of a detailed statement made upon final accounting of costs thereof, any additional amount required to complete STATE's financial obligations assumed pursuant to this Agreement.
4. To provide, at PROJECT's expense, any SFM as requested by COUNTY, and to make said material available to COUNTY at a STATE-designated site upon receipt of both said material and COUNTY's payment made pursuant to Section I, Article 5, as part of a PROJECT cost.
5. To submit an invoice to COUNTY for the estimated cost of said material, based on current data for the specific items listed, within forty-five (45) days of receipt of COUNTY's request for SFM, pursuant to Section I, Article 8.
6. To submit an initial invoice to COUNTY for \$100,000, which amount represents one month's estimated costs of R/W acquisition in the amount of \$70,000 and two month's estimated cost of R/W activities in the amount of \$30,000. To thereafter submit to COUNTY, no more than monthly in arrears, invoices for actual costs.
7. STATE shall perform source inspection as outlined in STATE's Construction Manual, Construction Manual Supplement for Local Agency Resident Engineer, and Local Agency Structure Representative Guideline.
8. To submit an invoice to COUNTY for the estimated direct and indirect source inspection costs upon receipt of said estimate from STATE's representative.
9. Upon completion of PROJECT and all work incidental thereto, to furnish COUNTY with a detailed statement of the R/W activity, R/W capital, SFM and source inspection costs to be borne by COUNTY. To thereafter refund to COUNTY, promptly after completion of STATE's final accounting of said PROJECT costs, any amount of COUNTY's deposits, specified in this Agreement, remaining after actual R/W activity, R/W capital, SFM and source inspection costs to be borne by COUNTY have been deducted or to bill COUNTY for any additional amount required to complete COUNTY's financial obligations assumed pursuant to this Agreement.
10. To provide IQA to assure that COUNTY's PROJECT work is performed in full compliance with the approved PROJECT PS&E and in accordance with STATE's then effective policies, procedures, standards, and practices. This IQA function includes both the obligation and the authority to reject noncompliant PROJECT work and materials accepted by COUNTY immediately upon discovery, to order any actions by COUNTY

needed for public safety or the preservation of property on the SHS, and to assure compliance with all provisions of the encroachment permit(s) issued by STATE to COUNTY and COUNTY's contractor.

11. To submit an invoice to COUNTY for the estimated direct and indirect cost of source inspection, pursuant to Article 5 of Section I, prior to start of PROJECT construction and upon receipt of said estimate from State's representative
12. Upon proper application by COUNTY and by COUNTY's contractor, to issue, at no cost to COUNTY and COUNTY's contractor, the encroachment permits for required work within the SHS R/W as more specifically defined elsewhere in this Agreement.
13. To provide R/W activities, to perform R/W certification and, if necessary, eminent domain activities.
14. Personnel who are employees of the STATE and who are qualified to review the environmental documentation, including investigative studies and technical environmental reports, shall be made available to COUNTY, at no cost to COUNTY, through completion of PROJECT construction to discuss problems which may arise during PS&E, R/W, construction, and/or to make design revisions for contract change orders.

SECTION III

IT IS MUTUALLY AGREED:

1. All obligations of STATE under the terms of this Agreement are subject to the appropriation of resources by the Legislature, State Budget Act and the action of the California Transportation Commission (CTC).
2. All parties to this agreement acknowledge that they are responsible to meet the requirements of Government Code Section 8879.20 et al. (Proposition 1b legislation), the Governor's Executive Order 2007-S-02-07, the California Transportation Commission (CTC) Program Guidelines for the applicable Program (CMIA, 99, etc.), and the PROJECT Scope, Cost, Schedule and Benefit Baseline Data agreement (BASELINE AGREEMENT), attached and made a part of this agreement as Exhibit B. PROJECT Bond Funds as identified in this agreement shall not exceed funding stated in BASELINE AGREEMENT. Changes to PROJECT funding commitments will require an amendment to BASELINE AGREEMENT and this cooperative agreement.
3. COUNTY agrees to obtain, as a PROJECT cost, all necessary PROJECT permits, agreements, and/or approvals from appropriate regulatory agencies, unless PARTIES agree otherwise in writing. If STATE agrees in writing to obtain said PROJECT permits,

agreements, and/or approvals, those said costs shall be paid for by COUNTY, as a PROJECT cost.

4. COUNTY shall be fully responsible for complying with and implementing any and all environmental commitments set forth in the environmental documentation, permit(s), agreement(s), and/or environmental approvals for PROJECT. The costs of said compliance and implementation shall be a PROJECT cost.
5. If there is a legal challenge to the environmental documentation including supporting investigative and technical studies and/or report(s), for the HOV portion of PROJECT, all legal costs associated with those said legal challenges shall be a STATE cost. If there are any legal challenge to the environmental documentation including supporting investigative and technical studies and/or report(s) for the interchange portion of PROJECT, all legal costs associated with those said legal challenges shall be a COUNTY cost.
6. If, during preparation of PROJECT PS&E, R/W or PROJECT construction, new information is obtained, that requires additional environmental documentation to comply with CEQA and/or NEPA if applicable, this Agreement will be amended to include completion of these additional tasks. It is understood that, if additional information is needed for HOV portion of PROJECT, STATE is responsible for such information. If additional information is needed for the interchange portion of PROJECT, STATE is responsible for such information.
7. All administrative reports, studies, materials, and documentation, including, but not limited to, all administrative drafts and administrative finals, relied upon, produced, created or utilized for PROJECT will be held in confidence pursuant to Government Code section 6254.5(e). The parties agree that said material will not be distributed, released or shared with any other organization, person or group other than the parties' employees, agents and consultants whose work requires that access without the prior written approval of the party with the authority to authorize said release and except as required or authorized by statute or pursuant to the terms of this Agreement.
8. If unanticipated cultural, archaeological, paleontological or other protected materials are encountered during PROJECT construction, COUNTY shall stop work in that area until a qualified professional, as determined by mutual agreement of PARTIES, can evaluate the nature and significance of the find and a plan is approved for the removal or protection of that material. The costs for any removal or protection of that material shall be covered as a PROJECT cost contemplated by this Agreement.
9. Any change to PARTIES' PROJECT cost and responsibilities shall be covered by an amendment to this Agreement. COUNTY may be required to stop work on PROJECT until additional funding is secured and/or to restore the site of PROJECT to a condition of

safe operation, using any then unexpended funds for PROJECT, if additional funds are not made available for PROJECT.

10. All applicable laws, rules and policies relating to the use of Federal funds and State fuel tax funds shall apply notwithstanding other provisions of this Agreement.
11. In the event that Bond funds are not secured, either party may terminate this Agreement at any time. At that time, each party's participation may be renegotiated to "make up" for the loss of said funds.
12. PARTIES to this Agreement understand and agree that STATE's IQA is defined as providing STATE policy and procedural guidance throughout to completion of the PROJECT PS&E, and right of way phases administered by COUNTY. This guidance includes prompt reviews by STATE to assure that all work and products delivered or incorporated into the PROJECT by COUNTY conform to then existing STATE standards. IQA does not include any PROJECT related work deemed necessary to actually develop and deliver the PROJECT, nor does it involve any validation by the verification and rechecking of any work performed by COUNTY and/or its consultants or contractors and no liability will be assignable to STATE, and/or its officers and employees by COUNTY under the terms of this Agreement or by third parties by reason of STATE's IQA activities. All work performed by STATE pursuant to an amendment to this agreement that is not direct IQA shall be chargeable against the PROJECT funds as a service for which STATE will invoice its actual costs and COUNTY will pay or authorize STATE to reimburse itself from available funds.
13. Execution of this Agreement by COUNTY grants to STATE the right to enter upon COUNTY controlled lands to perform necessary IQA.
14. All phases of PROJECT, from inception through construction shall be developed in accordance with all policies, procedures, practices, and standards that STATE would normally follow.
15. The design, R/W acquisition, and preparation of any related technical reports/studies for PROJECT shall be performed in accordance with all applicable Federal and STATE standards and practices current as of the date of performance. Any exceptions to applicable design standards shall first be considered by STATE for approval via the processes outlined in STATE's Highway Design Manual and appropriate memoranda and design bulletins published by STATE. In the event that STATE proposes and/or requires a change in design standards, implementation of new or revised design standards shall be done as part of the work on PROJECT in accordance with STATE's current Highway Design Manual Section 82.5, "Effective Date for Implementing Revisions to Design Standards." STATE shall consult with COUNTY in a timely manner regarding the effect of proposed and/or required changes on PROJECT.

16. COUNTY's construction of PROJECT referred to herein which lie within the SHS R/W or affect STATE's facilities, shall not be commenced until COUNTY's original contract plans involving such work and plan for utility relocations have been reviewed and accepted by signature of STATE's District Director of Transportation, or the District Director's delegated agent, and until an encroachment permit to COUNTY authorizing such work has been issued by STATE.
17. COUNTY shall obtain aforesaid encroachment permit through the office of STATE's District Permit Engineer and COUNTY's application shall be accompanied by five (5) sets of reduced construction plans of aforesaid STATE-accepted contract plans, and five (5) sets of specifications for PROJECT. Receipt by COUNTY of the approved encroachment permit shall constitute COUNTY's authorization from STATE to proceed with work to be performed by COUNTY or COUNTY's representatives within the proposed SHS R/W or which affects STATE's facilities, pursuant to work covered by this Agreement. COUNTY's authorization to proceed with said work shall be contingent upon COUNTY's compliance with all provisions set forth in this Agreement and said encroachment permit.
18. COUNTY's construction contractor shall also be required to obtain an encroachment permit from STATE prior to the commencing any work within the SHS R/W or which affects STATE's facilities. The application by COUNTY's construction contractor for said encroachment permit shall be made through the office of STATE's District Permit Engineer and shall include proof said construction contractor has payment and performance surety bonds covering construction of PROJECT.
19. COUNTY shall not advertise for bids to construct PROJECT until after an encroachment permit has been issued to COUNTY by STATE.
20. During the construction of PROJECT, representatives of COUNTY and STATE will cooperate and consult, and all PROJECT work shall be accomplished according to STATE-accepted plans and specifications, and STATE's applicable standards. STATE's representative shall verify satisfaction of these requirements. STATE's representative is authorized to enter COUNTY's property during construction for the purpose of monitoring and coordinating construction activities.
21. Changes to PROJECT construction shall be implemented by contract change orders reviewed and concurred with by STATE's representative. All changes affecting public safety or public convenience, all design and specification changes, and all major changes as defined in STATE's Construction Manual shall be approved by STATE in advance of performing the work. Unless otherwise directed by STATE's representative, changes authorized as provided herein will not require an encroachment permit rider. All changes shall be shown on the "As-Built" plans referred to in Section I, Article 35.

22. COUNTY shall provide a construction contract claims process acceptable to STATE and shall process any and all claims through COUNTY's claim process. STATE's representative will be made available to COUNTY to provide advice and technical input in any claim process.
23. The party that discovers HM will immediately notify the other party(ies) to this Agreement.

HM-1 is defined as hazardous material (including but not limited to hazardous waste) that requires removal and disposal pursuant to federal or state law, whether it is disturbed by PROJECT or not.

HM-2 is defined as hazardous material (including but not limited to hazardous waste) that may require removal and disposal pursuant to federal or state law, only if disturbed by PROJECT.
24. STATE, independent of PROJECT, is responsible for any HM-1 found within existing SHS right of way. STATE will undertake HM-1 management activities with minimum impact to PROJECT schedule and will pay all costs for HM-1 management activities.

COUNTY, independent of PROJECT, is responsible for any HM-1 found outside existing SHS right of way. COUNTY will undertake HM-1 management activities with minimum impact to PROJECT schedule and will pay all costs for HM-1 management activities.
25. If HM-2 is found within the limits of PROJECT, the public agency responsible for advertisement, award, and administration (AAA) of the PROJECT construction contract will be responsible for HM-2 management activities.

Any management activity cost related to HM-2 is a PROJECT construction cost.
26. Management activities related to either HM-1 or HM-2 include, without limitation, any necessary manifest requirements and designation of disposal facility.
27. STATE's acquisition or acceptance of title to any property on which any hazardous material is found will proceed in accordance with STATE's policy on such acquisition.
28. Nothing in the provisions of this Agreement is intended to create duties or obligations to or rights in third parties not parties to this Agreement or to affect the legal liability of either party to the Agreement by imposing any standard of care with respect to the acquisition of R/W, construction, operation, or maintenance of SHS and public facilities different from the standard of care imposed by law

29. If any existing utility facilities conflict with PROJECT construction or violate STATE's encroachment policy, COUNTY shall make all necessary arrangements with the owners of such facilities for their timely accommodation, protection, relocation, or removal.
30. The costs for PROJECT's positive identification and location, protection, relocation, or removal of utility facilities whether inside or outside STATE's R/W shall be determined in accordance with Federal and California laws and regulations, and STATE's policies, procedures, standards, practices, and applicable agreements including, but not limited to, Freeway Master Contracts.
31. Neither STATE nor any officer or employee thereof is responsible for any injury, damage, or liability occurring by reason of anything done or omitted to be done by COUNTY under or in connection with any work, authority, or jurisdiction conferred upon COUNTY or arising under this agreement. It is understood and agreed that, COUNTY will fully defend, indemnify, and save harmless STATE and all of its officers and employees from all claims, suits, or actions of every name, kind and description brought forth under, including, but not limited to, tortious, contractual, inverse condemnation, or other theories or assertions of liability occurring by reason of anything done or omitted to be done by COUNTY under this agreement.
32. Neither COUNTY nor any officer or employee thereof is responsible for any injury, damage, or liability occurring by reason of anything done or omitted to be done by STATE under or in connection with any work, authority, or jurisdiction conferred upon STATE or arising under this agreement. It is understood and agreed that, STATE will fully defend, indemnify, and save harmless COUNTY and all of its officers and employees from all claims, suits, or actions of every name, kind and description brought forth under, including, but not limited to, tortious, contractual, inverse condemnation, or other theories or assertions of liability occurring by reason of anything done or omitted to be done by STATE under this agreement.
33. STATE, in exercising its authority under section 591 of the Vehicle Code, has included all of the requirements set forth in Divisions 11, 12, 13, 14, and 15 of the Vehicle Code as applicable to the PROJECT areas open to public traffic. COUNTY shall take all necessary precautions for safe operation of COUNTY's vehicles, the construction contractor's equipment and vehicles or vehicles of personnel retained by COUNTY, and for the protection of the traveling public from injury and damage from such vehicles or equipment.
34. Upon PROJECT completion and acceptance, subject to the approval of STATE, COUNTY will operate and maintain all PROJECT facilities at its own cost until a Maintenance Agreement is executed or an existing agreement, if any, is amended to incorporate the maintenance of these new PROJECT facilities located on SHS R/W.

35. Upon completion of all work under this Agreement, ownership and title to materials, equipment, and appurtenances installed within the SHS R/W will automatically be vested in STATE, and materials, equipment and appurtenances installed outside of the SHS R/W will automatically be vested in COUNTY. No further agreement will be necessary to transfer ownership as hereinbefore stated.
36. COUNTY will accept control and maintain, at its own cost and expense, the portions of PROJECT lying outside the SHS R/W. Also, COUNTY will maintain at COUNTY's expense, local roads within STATE's R/W delegated to COUNTY for maintenance.
37. No alteration or variation of the terms of this Agreement shall be valid unless made in an amendment to this Agreement and signed by PARTIES hereto and no oral understanding or agreement not incorporated herein shall be binding on PARTIES hereto.
38. Prior to the commencement of any work pursuant to this Agreement, either STATE or COUNTY may terminate this Agreement by written notice to the other party.
39. If termination of this Agreement is by mutual consent, COUNTY will bear one hundred percent (100%) of all PROJECT PS&E and R/W costs incurred by STATE.
40. COUNTY Contract Administrator: Russell A. Nygaard, Deputy Director of Engineering, Foothills Engineering Division, Department of Transportation, or his successors.
41. Those portions of this Agreement pertaining to the construction of PROJECT shall terminate upon completion and acceptance of the construction contract for PROJECT by COUNTY, the satisfactory completion of all post-construction obligations of COUNTY, and delivery of required PROJECT construction documents, with concurrence of STATE, or on January 1, 2014, whichever is earlier in time, except that the ownership, operation, maintenance, indemnification, environmental commitments, legal challenges, and claims articles shall remain in effect until terminated or modified, in writing, by an amendment to this Agreement. Should any construction related or other claims arising out of PROJECT be asserted against one of the parties, PARTIES agree to extend the fixed termination date of this Agreement, until such time as the construction related or other claims are settled, dismissed or paid.

STATE OF CALIFORNIA
Department Of Transportation

By: *Joseph C. Caputo, II* 5/11/08
JOSEPH C. CAPUTO, II, Chief
North Region Program/Project Management

Approved as to form and procedure:

By: *[Signature]*
Attorney, Department of Transportation

Certified as to funds:

By: *Susan Elkina*
District Budget Representative

Certified as to financial terms and policies:

By: *Shelley Meyman*
Accounting Administrator

COUNTY OF EL DORADO

By: *[Signature]* 4/22/08
RUSTY DUPRAY
Chairman, Board of Supervisors

By: *[Signature]*
RICHARD. W. SHEPPARD, Director
Department of Transportation

By: *Russell A. Nygaard*
RUSSELL A. NYGAARD
Deputy Director of Engineering
Foothills Engineering Division

Attest: *Marci MacFarland*
CINDY KECK
Clerk of the Board of Supervisors
Deputy Clerk

EXHIBIT A

The total PROJECT cost estimate for all PS&E, RW and construction phases of work covered under this Agreement is \$42,360,000 fully funded by STATE, Local Federal aid, and Local funds as listed below.

	STATE		COUNTY		TOTAL
	CMIA	CMIA Match for CMAQ	CMAQ	COUNTY FUNDS	
PS&E				\$3,000,000	\$3,000,000
R/W Sup				\$100,000	\$100,000
Con Sup				\$3,560,000	\$3,560,000
R/W Cap				\$100,000	\$100,000
Con Cap	\$19,250,300	\$749,700	\$5,786,483	\$9,813,517	\$35,600,000
TOTAL		\$20,000,000	\$5,786,483	\$16,573,517	\$42,360,000

**CORRIDOR MOBILITY IMPROVEMENT ACCOUNT
PROJECT SCOPE, COST, SCHEDULE, AND BENEFIT BASELINE DATA**

County: EL Dorado	Route: 50	PPNO: 3283A
Project Title: ED 50 HOV Lanes		

We acknowledge the scope, cost, schedule, and benefits as identified on the attached project fact and funding sheets are the baseline for project monitoring by the California Transportation Commission and its Corridor Mobility Improvement Account Project Delivery Council. We certify that funding sources cited are committed and expected to be available; the estimated costs represent full project funding, and the description of benefits is the best estimate possible.

Kathy Mathews 5/11/07

Kathy Mathews Date
Executive Director
El Dorado County Transportation Commission

*Received
5/11/07*

Will Kempton 5-17-07

Will Kempton Date
Director
California Department of Transportation

John F. Barna, Jr. 6-4-07

John F. Barna, Jr. Date
Executive Director
California Transportation Commission

CORRIDOR MOBILITY IMPROVEMENT ACCOUNT

Project Fact Sheet

Lead Agency: El Dorado County **Fact Sheet Date:** 05/11/07

Contact Person	Clark Peri (Caltrans) / Russ Nygaard (El Dorado County DOT)		
Phone Number	(916) 274-0938 / (916) 358-3551	Fax Number	(916) 274-0884 / (916) 941-8910
Email Address	cperi@dot.ca.gov / rnygaard@co.el-dorado.ca.us		

Project Information:

County	Caltrans District	PPNO *	EA *	Region/MPO/TIP ID*	Route / Corridor *	Post Mile Back *	Post Mile Ahead *
El Dorado	3	3283A	3A711	ELD19211	50	0.18	2.9

* NOTE: PPNO & EA assigned by Caltrans. Region/MPO/TIP ID assigned by RTP/MPO. Route/Corridor & Post Mile Back/Ahead used for State Highway System.

Legislative Districts	Senate: 1st	Congressional: 4th
	Assembly: 4th & 10th	
Implementing Agency (by component)	ESP (PA&ED): Caltrans completed 08/28/02	P&BE: El Dorado DOT
	RAW: El Dorado DOT	CON: El Dorado DOT
Project Title	US 90 HOV Lanes - Phase 1	

Location - Project Limits - Description and Scope of Work (Provide a project location map on a separate sheet and attach to this form)

Located in El Dorado County, the project will construct HOV lanes by widening US 90 from approximately El Dorado Hills Blvd. (0.18) to west of Bass Lake Road (PM 2.9). The widening will consist of constructing an additional lane in the median in each direction, as well as widening existing median shoulders to current standards. The project will extend the current HOV lane system and provide 15 continuous miles of eastbound and westbound lanes between Sunrise Boulevard in Sacramento County and Bass Lake Road in El Dorado County.

Description of Major Project Benefits

Daily Vehicle Hours of Delay Saved	2295 Hrs.	(837,000 annual)
Daily Peak Duration Person-Minutes Saved	167580 Min.	
Other: Benefit - Cost ratio of 2.1; Reduce injury accidents by 6%		

Corridor System Management Plan

Lead Agency: Caltrans	Month/Year
Plan Adoption Date:	Mar-08
Plan Implementation Date:	Jul-10

Expected Source(s) of Additional Funding if the Current Funding Plan Proves Insufficient
El Dorado County has committed to funding any potential cost increases with local funds.

Project Delivery Baseline (Milestones)	Month/Year
Begin Environmental Phase (PA&ED)	Complete
Draft Environmental Document Milestone Document Type: ND/FONSI	Complete
Draft Project Report Milestone	Complete
End Environmental Phase (PA&ED Milestone)	Jun-02
Begin Design Phase (Plans, Specifications, and Estimates)	Mar-07
End Design Phase (RTL Milestone)	May-08
Begin Right-of-Way (Maps to Right of Way)	Jan-07
End Right-of-Way (Right-of-Way Certification No. 1 Milestone)	May-08
Begin Construction Phase (Award Date)	Dec-08
End Construction Phase (Construction Contract Acceptance Milestone)	Jan-10
Begin Closeout Phase (Remaining Activities after CCA)	Aug-10
End Closeout Phase (Closeout Report Milestone)	Aug-11

The CTC CMA Guidelines and a template of this Project Fact Sheet are available at: <http://www.dot.ca.gov/hq/transport/> and at: <http://www.ctc.ca.gov/>

CORRIDOR MOBILITY IMPROVEMENT ACCOUNT
Project Fact Sheet - Project Cost and Funding Plan
(dollars in thousands and escalated)

Shaded fields are automatically calculated. Please do not fill these fields.

County	CT District	PPND *	EA*	Date: 0-Jan-00
El Dorado	3	3283A	2A711	Region/MPO/TIP ID *
Project Title:	ESP (PA&E)			CAL17690

* NOTE: PPND and EA assigned by Caltrans. Region/MPO/TIP ID assigned by RTP/MPO

Proposed Total Project Cost								Project Total
Component	Prior	07/08	08/09	09/10	10/11	11/12	12/13	
E&P (PA&E)	0	0	0	0	0	0	0	0
PS&E	3,000	0	0	0	0	0	0	3,000
RAW SUP (CT) *	0	100	0	0	0	0	0	100
CON SUP (CT) *	0	0	3,560	0	0	0	0	3,560
RAW	0	100	0	0	0	0	0	100
CON	0	0	35,600	0	0	0	0	35,600
TOTAL	3,000	200	39,160	0	0	0	0	42,380

Corridor Management Improvement Account (CMIA) Program								Total
Component	Prior	07/08	08/09	09/10	10/11	11/12	12/13	
E&P (PA&E)								0
PS&E								0
RAW SUP (CT) *								0
CON SUP (CT) *								0
RAW								0
CON			20,000					20,000
TOTAL	0	0	20,000	0	0	0	0	20,000

* NOTE: RAW SUP and CON SUP to be used only for projects implemented by Caltrans

Funding Source: El Dorado County Traffic Impact fees								Total
Component	Prior	07/08	08/09	09/10	10/11	11/12	12/13	
E&P (PA&E)								0
PS&E	3,000							3,000
RAW SUP (CT) *		100						100
CON SUP (CT) *			3,300					3,300
RAW		100						100
CON			7,214					7,214
TOTAL	3,000	200	10,514	0	0	0	0	13,714

Funding Source: CMAQ								Total
Component	Prior	07/08	08/09	09/10	10/11	11/12	12/13	
E&P (PA&E)								0
PS&E								0
RAW SUP (CT) *								0
CON SUP (CT) *								0
RAW								0
CON			5,786					5,786
TOTAL	0	0	5,786	0	0	0	0	5,786

Funding Source: El Dorado County - Other Funds (Local Funds)								Total
Component	Prior	07/08	08/09	09/10	10/11	11/12	12/13	
E&P (PA&E)								0
PS&E								0
RAW SUP (CT) *								0
CON SUP (CT) *			260					260
RAW								0
CON			2,600					2,600
TOTAL	0	0	2,860	0	0	0	0	2,860

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CORRIDOR MOBILITY IMPROVEMENT ACCOUNT
Project Fact Sheet - Project Cost and Funding Plan
(dollars in thousands and escalated)

Shaded fields are automatically calculated. Please do not fill these fields.

County	CT District	PPNO *	EA*	Date:	0-Jan-00
El Dorado	3	3283A	3A/11	Region/MPOTIP ID *	CAL17690
Project Title: E&P (PA&E)					

* NOTE: PPNO and EA assigned by Caltrans. Region/MPOTIP ID assigned by RTP/AMPO

Funding Source:								
Component	Prior	07/08	08/09	09/10	10/11	11/12	12/13	Total
E&P (PA&E)								0
PS&E								0
R/W SUP (CT) *								0
CON SUP (CT) *								0
R/W								0
CON								0
TOTAL	0	0	0	0	0	0	0	0

Funding Source:								
Component	Prior	07/08	08/09	09/10	10/11	11/12	12/13	Total
E&P (PA&E)								0
PS&E								0
R/W SUP (CT) *								0
CON SUP (CT) *								0
R/W								0
CON								0
TOTAL	0	0	0	0	0	0	0	0

Funding Source:								
Component	Prior	07/08	08/09	09/10	10/11	11/12	12/13	Total
E&P (PA&E)								0
PS&E								0
R/W SUP (CT) *								0
CON SUP (CT) *								0
R/W								0
CON								0
TOTAL	0	0	0	0	0	0	0	0

Funding Source:								
Component	Prior	07/08	08/09	09/10	10/11	11/12	12/13	Total
E&P (PA&E)								0
PS&E								0
R/W SUP (CT) *								0
CON SUP (CT) *								0
R/W								0
CON								0
TOTAL	0	0	0	0	0	0	0	0

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