

FERNWOOD COTHRIN ROAD ZONE OF BENEFIT # 14

**ROAD MAINTENANCE AND REPAIR PROJECT
FUNDING AGREEMENT**

THIS AGREEMENT, entered into by and between the County of El Dorado, a public entity, (hereinafter "DONEE") and Frederick J. Simon, property owner within the Fernwood Cothrin Road Zone of Benefit #14 within County Service Area #9 (hereinafter "DONOR").

RECITALS

1. The parties agree that road work contemplated by this Agreement must be completed to satisfy certain conditions of approval under Parcel Map Application 04-0003 issued for Assessor's Parcel Number 087-270-31; and
2. Bullard Drive at the location of the contemplated road work is a public road and is maintained by the Fernwood Cothrin Road Zone of Benefit; and
3. The DONOR listed above desires to donate to the County of El Dorado and the County of El Dorado desires to accept from DONOR the approximate maximum sum of \$19,500.50 (nineteen thousand five hundred dollars and fifty cents) for the express purpose of accomplishing the road work described below, and to cover the associated administrative costs. The donation is a gift to the County of funds, which is subject to the conditions contained herein.

PROJECT DESCRIPTION

The road maintenance and repair work described herein will be performed by a licensed contractor and is subject to all applicable requirements for public works, including the payment of prevailing wages. The Fernwood Cothrin Road Zone of Benefit road maintenance and repair work on Bullard Drive described herein shall consist of the following:

1. On south edge of Bullard Drive from Amber Fields Drive to Fernwood Drive except the portion of Bullard Drive described in Item 2 below; excavate three (3) foot width from existing road edge to minimum depth of (6) inches; compact native soil sub-grade to 90% compaction. Place and compact Class II ¾ inch aggregate base compacted to 95%, new base to match existing roadway surface; for total area of 1,570 linear feet x 3 feet width.
2. On north edge of Bullard Drive near the location of power poles placed at bend in the road, as marked in the field by a road zone representative, install forty (40) linear feet of 12" corrugated metal pipe in roadside ditch outside of shoulder. Repair roadside shoulder as described in Item 1 of the Scope of Work. Clean inlet structure with grate to connect new culvert with existing outlet and match flow line of existing 12" cross culvert under Bullard Drive, and to allow proper roadside drainage.

The location of this road work shall be on Bullard Drive from Amber Fields Drive to Fernwood Drive in the Fernwood Cothrin Road Zone of Benefit.

PROJECT COSTS

The estimated cost of the project is \$19,500.50 (nineteen thousand five hundred dollars and fifty cents) which sum includes the contract amount of \$16,396.50 (sixteen thousand three hundred and ninety six dollars and fifty cents); the estimated engineer's inspection fee of \$524.00 (five hundred and twenty four dollars); the estimated associated administrative cost of \$1,270.00 (one thousand two hundred and seventy dollars); and the contingency allowance of \$1,310.00 (one thousand three hundred and ten dollars). Funds provided by the DONOR will be used to pay for the labor, materials and equipment costs to complete the work described herein and associated administrative costs necessary to complete the work described herein. Should project costs exceed the amount deposited hereunder, DONOR shall deposit additional funds as required by COUNTY within ten (10) calendar days following the County's written request.

Funding in the amount of \$16,920.50 (sixteen thousand nine hundred and twenty dollars and fifty cents) received from DONOR for the road maintenance work and the engineer's inspection fee is a gift/donation, not a loan, and will not be refunded or reimbursed or credited against any taxes or assessments that are due now or will become due in the future. The balance of funds for administrative costs and construction contingency plus any interest received which are not expended to complete the project will be refunded to the DONOR after the notice of completion for the project described herein is signed and all invoices for payment to the contractor are processed. If for whatever reason this project is not commenced before October 31, 2007 all donations received plus any interest received pursuant to this Agreement will be returned to the DONOR.

All funds donated for this project shall be deposited in cash with the Department of Transportation prior to the commencement of work. The funds will be held in the separate operating account specifically identified for the Fernwood Cothrin Road Zone of Benefit #14. The account is interest bearing and has been established with the County Auditor. Interest received on the deposited funds shall be made a part of the total amount allocated for the project. The DONOR is entitled to unexpended interest that is added to the funds deposited pursuant to this Agreement.

PROJECT DATE

Construction of this project is anticipated to take place upon full execution of a contract with a qualified contractor during fiscal year 2006/2007.

MAINTENANCE

The newly conditioned portion of Bullard Drive will remain under the control and responsibility of the Fernwood Cothrin Road Zone of Benefit to maintain at its discretion.

The road work done pursuant to this Agreement shall not vest in the DONOR any greater rights to travel Bullard Drive than exist in the public, and do not commit the

County to any duty of maintenance under the terms of this Agreement, or as a condition of the gift made.

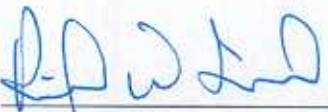
CONTRACT ADMINISTRATOR

The County Officer or employee with responsibility for administering this Agreement is Tom Celio, Deputy Director, Maintenance, Department of Transportation, or successor.

EXECUTION IN COUNTERPARTS

This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original instrument and each of which shall have the force and effect of an original and all of which together shall constitute one and the same instrument.

Requesting Department Concurrence:

By: 
Richard W. Shepard, P.E.
Director of Transportation

Dated: 2/15/07

IN WITNESS WHEREOF, the parties have executed this Agreement on the dates indicated below, the latest of which shall be deemed to be the effective date of this Agreement.

COUNTY OF EL DORADO

By: _____

Dated: _____

Board of Supervisors
"Donee"

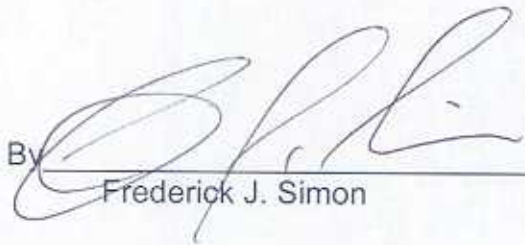
Attest:
Cindy Keck
Clerk of the Board of Supervisors

By: _____

Dated: _____

Deputy Clerk

DONOR

By:  _____
Frederick J. Simon

Dated: 2-22-07