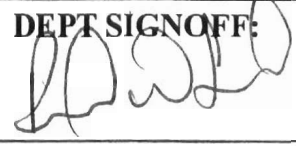
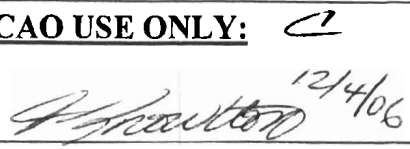


**EL DORADO COUNTY BOARD OF SUPERVISORS
AGENDA ITEM TRANSMITTAL
Meeting of December 12, 2006**

AGENDA TITLE: State of California (Caltrans) – Amendment I to Cooperative Agreement No. 03-ED-49 KP 18.9/19.4 related to Highway 49 and Fowler Lane (County AGMT 06-1264; Caltrans District Agreement No. 03-0140-A1)

DEPARTMENT: Transportation	DEPT SIGNOFF: 	CAO USE ONLY: 
CONTACT: Elizabeth B. Diamond / Mike Pavlick		
DATE: 11/21/06	PHONE: 5982/5963	

DEPARTMENT SUMMARY AND REQUESTED BOARD ACTION:
The Department of Transportation (Department) recommends the Board of Supervisors:

Approve and authorize the Board Chairman to sign Amendment I to Cooperative Agreement No. 03-ED-49 KP 18.9/19.4, extending the expiration date of the Agreement from December 31, 2006 to December 31, 2007. All other terms and conditions remain the same. (County AGMT 06-1264; Caltrans District Agreement No. 03-0140-A1).

CAO RECOMMENDATIONS: *Recommend approval. Laura J. Hill 12/5/06*

Financial impact? () Yes (X) No	Funding Source: () Gen Fund () Other
BUDGET SUMMARY:	Other: _____
Total Est. Cost _____	CAO Office Use Only:
Funding	4/5's Vote Required () Yes (X) No
Budgeted _____	Change in Policy () Yes (X) No
New Funding _____	New Personnel () Yes (X) No
Savings _____	CONCURRENCES:
Other _____	Risk Management _____
Total Funding _____	County Counsel <i>yes</i> _____
Change in Net County Cost _____	Other _____

***Explain**

BOARD ACTIONS:

<p>Vote: Unanimous _____ Or _____</p> <p>Ayes: _____</p> <p>Noes: _____</p> <p>Abstentions: _____</p> <p>Absent: _____</p> <p>Rev. 04/05</p>	<p>I hereby certify that this is a true and correct copy of an action taken and entered into the minutes of the Board of Supervisors</p> <p>Date: _____</p> <p>Attest: Cindy Keck, Board of Supervisors Clerk</p> <p>By: _____</p>
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MAINTENANCE DIVISION:
2441 Headington Road
Placerville CA 95667
Phone: (530) 642-4909
Fax: (530) 642-9238

RICHARD W. SHEPARD, P.E.
Director of Transportation

Internet Web Site:
<http://co.el-dorado.ca.us/dot>

MAIN OFFICE:
2850 Fairlane Court
Placerville CA 95667
Phone: (530) 621-5900
Fax: (530) 626-0387



November 20, 2006

Board of Supervisors
330 Fair Lane
Placerville, California 95667

Title: State of California (Caltrans) – Amendment I to Cooperative Agreement No. 03-ED-49 KP 18.9/19.4 related to Highway 49 and Fowler Lane (County AGMT 06-1264; Caltrans District Agreement No. 03-0140-A1)

Meeting Date: December 12, 2006

District/Supervisor: District 3, Supervisor Sweeney

Dear Members of the Board:

Recommendation:

The Department of Transportation (Department) recommends the Board of Supervisors:

Approve and authorize the Board Chairman to sign Amendment I to Cooperative Agreement No. 03-ED-49 KP 18.9/19.4, extending the expiration date of the Agreement from December 31, 2006 to December 31, 2007. All other terms and conditions remain the same. (County AGMT 06-1264; Caltrans District Agreement No. 03-0140-A1).

Reason for Recommendation:

The Department of Transportation is recommending approval and execution of this Amendment I to the Cooperative Agreement No. 03-ED-49 KP 18.9/19.4. Documentation is currently being processed to finalize the relinquishment of the old portion of State Highway 49 to the County and the acceptance of the newly completed section of Highway 49, at Fowler Lane in Diamond Springs, by the State of California. The processing of the transaction will not be complete by the expiration date of the Agreement, therefore the need to extend the expiration date to December 31, 2007.

Pursuant to the El Dorado County Charter, section 210b (6), the County may enter into any contract or agreement in cases where the Agreement is with or among any other governmental entities or agencies.

In accordance with the Feasibility Analysis, the Department is not required to notify an employees' association regarding this Agreement.

Fiscal Impact:

Executing this Amendment has no direct fiscal impact.

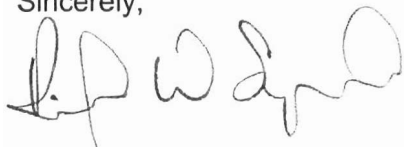
Net County Cost:

There is no cost to the County's General Fund.

Action to be Taken Following Approval:

1. The Board Chairman will sign four originals of Amendment I to Cooperative Agreement No. 03-ED-49 KP 18.9/19.4 (County AGMT 06-1264, Caltrans District Agreement No. 03-0140-A1).
2. The Board Clerk will forward four originals of the executed Amendment I to the Department to send to Caltrans for their review, approval, and signature.
3. A fully executed original Amendment will be returned to the Board Clerk for filing.

Sincerely,

A handwritten signature in black ink, appearing to read "R. W. Shepard". The signature is written in a cursive style with a large, looped "S" at the end.

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

RWS: ED:mdp

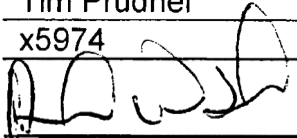
Attachments

DAC

Caltrans/EI Dorado County Cooperative Agreement - Realign Portions of State Route 49

CONTRACT ROUTING SHEET

PROCESSING DEPARTMENT:

Department: _____
Dept. Contact: Transportation
Phone: Tim Prudhel
Department Head: x5974
Signature: 
Richard W. Shepard, P.E.
Director of Transportation

CONTRACTOR:

Name: California Department of Transportation
Address: 703 B Street
Marysville, CA 95901
Phone: 530-741-5116

2006 NOV 15 2:10:17
EL DORADO COUNTY COUNSEL
Should be used

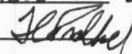
CONTRACTING DEPARTMENT: Transportation

Compliance with Human Resources requirements? Yes: N/A No: _____
Compliance verified by: N/A - Caltrans Cooperative Agreement

COUNTY COUNSEL: (must approve all contracts and MOUs)

Approved: Disapproved: _____ Date: 11/27/06 By: D. Livingston
Approved: _____ Disapproved: _____ Date: _____ By: _____

* PLEASE SEE ~~CHANGES~~ CHANGES MADE TO MAKE CLEAR THAT AGREEMENT IS
RISK BEING AMENDED TO W/O CONTRACT ADMINISTRATION

Changes made as indicated 11-27-06


Please return directly to DOT.

Index Code: 305100

User Code: 73346

RISK MANAGEMENT: (All contracts and MOUs except boilerplate grant funding agreements)

Approved: _____ Disapproved: _____ Date: _____ By: _____
Approved: _____ Disapproved: _____ Date: _____ By: _____

Risk Management Approval Not Required.

OTHER APPROVAL (Specify department(s) participating or directly affected by this contract).

Department(s): _____
Approved: _____ Disapproved: _____ Date: _____ By: _____
Approved: _____ Disapproved: _____ Date: _____ By: _____

RECEIVED
DOT
NOV 22 11:11:11

Livingston
11-16-2006-DAC
FOR LIVINGSTON
ATTORNEY
DEPT./INDEX NO.
BY: 

AMENDMENT No. 1 to AGREEMENT

THIS AMENDED AGREEMENT, ENTERED INTO EFFECTIVE ON _____, 2006, 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. The parties hereto entered into a Cooperative Agreement (Document No. 014791) on May 23, 2000, defining the terms and conditions of a project to realign portions of State Route 49 (SR 49) within El Dorado County, referred to herein as "PROJECT", and STATE's desire to relinquish to COUNTY those portions of SR 49 as described on Exhibit A of the Agreement.
2. It has been determined that PROJECT has been constructed, however, relinquishment of those portions of SR 49 will not be complete prior to the termination date of said Agreement. The termination date specified in Section III, Article 27 of the original Agreement shall now be December 31, 2007 instead of December 31, 2006.

IT IS THEREFORE MUTUALLY AGREED:

1. Section III, Article 27, of the original Agreement is replaced in its entirety with the following article:
Those portions of this Agreement pertaining to the relinquishment for this portion of State Route 49 shall terminate upon recording in the County Recorders Office of the relinquishment resolution or on December 31, 2007, whichever is earlier in time.
2. The State and County's respective Contract Administrators for this Agreement are:

County Contract Administrator:
Elizabeth B. Diamond, or successor
Deputy Director, West Slope Engineering, El Dorado County Department of Transportation
2850 Fairlane Court, Placerville, CA 95667
(530) 621-5900

State Contract Administrator:
John Holder, or successor, District 3 / Program/Project Management
California Department of Transportation
703 B Street, Marysville, CA 95901
3. The other terms and conditions of said Agreement (Document No. 014791) shall remain in full force and effect.
4. This Amendment to Agreement is hereby deemed to be part of Document No. 014791.

STATE OF CALIFORNIA
Department Of Transportation

COUNTY OF EL DORADO

WILL KEMPTON
Director

By: _____
JAMES R. SWEENEY
Chairman, Board of Supervisors

By: _____
STEVEN E. KIRKPATRICK, Chief
North Region Design & Engineering Services

By: _____
RICHARD W. SHEPARD, P.E.
Director of Transportation

Approved as to form and procedure:

Attorney, Department of Transportation

Attest: _____
CINDY KECK
Clerk of the Board of Supervisors

Certified as to funds:

District Budget Representative

By: _____
Deputy Clerk

Certified as to financial terms and policies:

Accounting Administrator

014791

03-ED-49
KP 18.9/19.4
03198 - 2A5100
Highway 49 Improvements
District Agreement No. 03-0140

COOPERATIVE AGREEMENT

THIS AGREEMENT, entered into on May 23, 2000, 2000, is between the STATE OF CALIFORNIA, acting by and through its Department of Transportation, referred to herein as STATE, and

COUNTY OF EL DORADO,
A POLITICAL SUBDIVISION OF
THE STATE OF CALIFORNIA
REFERRED TO HEREIN AS
COUNTY

RECITALS

STATE and COUNTY, pursuant to Streets and Highways Code Section 130, are authorized to enter into a Cooperative Agreement for improvements to State highways within COUNTY. Additionally STATE and COUNTY, pursuant to Streets and Highways Code Section 73, are authorized to enter into a Cooperative Agreement providing for relinquishment to COUNTY of a portion of State Highway within COUNTY.

2. COUNTY desires to construct State highway improvements consisting of realigning 320 m of State Route 49 to make a four way signalized intersection with Fowler Lane at Diamond Springs, referred to herein as PROJECT, and is willing to fund one hundred percent (100%) of all capital outlay and staffing costs from its share of local, State and Federal revenues, except for \$110,000 (one hundred ten thousand dollars) of Minor B Funds, contributed by STATE and for costs of STATE's oversight of project development and construction activities.
3. COUNTY desires to prepare the contract documents and advertise, award and administer the construction contract for PROJECT in order to bring about the earliest possible completion of PROJECT.
4. STATE is agreeable to COUNTY's proposal to prepare the contract documents and advertise, award and administer the construction contract for PROJECT.
5. STATE desires to relinquish to COUNTY that portion of Route 49, as described on Exhibit A, between KP 19.03 to KP 19.34 (approximately 65 m west of existing intersection of SR 49 and Pleasant Valley Road to 160 m North of the existing intersection of SR 49 and Pleasant Valley Road and 78 m east of the existing intersection of SR 49 and Pleasant Valley Road) and COUNTY is willing to accept said relinquishment.
6. STATE and COUNTY have reached an understanding on the work necessary to place the State highway in a state of good repair and have agreed to the amount of \$0.00 (zero) as the cost to perform such work.
7. Relinquishment will occur upon approval by the California Transportation Commission of a resolution of relinquishment and recording of said resolution in the County Recorders Office.
8. STATE agrees to contribute \$110,000 (one hundred ten thousand dollars) of Minor B Funds toward project. All project costs in excess of \$110,000 will be funded by COUNTY.
9. This Agreement supersedes any prior Memorandum of Understanding (MOU) relating to PROJECT.

10. The parties hereto intend to define herein the terms and conditions under which PROJECT is to be developed, designed, constructed, financed, relinquished and maintained.

SECTION I

COUNTY AGREES:

1. To perform all necessary preliminary engineering, including environmental document (ED), plans and specifications and utility identification and location, and all necessary construction engineering for PROJECT and bear all actual costs thereof.
2. To submit to STATE detailed Plans, Specifications, and Estimates (PS&E) for review and approval. Final plans and standard special provisions shall be signed by a Civil Engineer registered in the State of California.
3. Personnel who prepare the PS&E and right of way maps shall be available to STATE, at no cost to STATE, through completion of construction of PROJECT to discuss problems which may arise during construction and/or to make design revisions for contract change orders.
4. To make written application to STATE for necessary encroachment permits authorizing entry onto STATE's right of way to perform surveying and other investigative activities required for preparation of the ED and/or PS&E.
5. To identify and locate all high and low risk underground facilities within the PROJECT area as part of its design responsibility and to protect or otherwise provide for such facilities, all in accordance with STATE's "Manual on High and Low Risk Underground Facilities Within Highway Rights of Way". COUNTY hereby acknowledges receipt of STATE's "Manual on High and Low Risk Underground Facilities Within Highway Rights of Way". All facilities not relocated or removed in advance of construction shall be identified on the PROJECT plans and specifications.
6. 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 STATE's right of way and that such work will be completed prior to the award of the contract to construct PROJECT or as covered in the Special Provisions for said contract. This evidence shall include a reference to all required State highway encroachment permits.
7. COUNTY shall require the utility owner and/or its contractors performing the relocation work within STATE's right of way to obtain a STATE encroachment permit prior to the performance of said relocation work.
8. To perform all right of way activities, including all eminent domain activities, if necessary, at no cost to STATE, in accordance with procedures acceptable to STATE,

and in compliance with all applicable State and Federal laws and regulations, subject to STATE oversight to insure that the completed work is acceptable for incorporation into the State highway right of way.

9. To utilize the services of a qualified public agency in all right of way acquisition related matters in accordance with STATE procedures as contained in Right of Way Procedural Handbook, Volume 9. Whenever personnel other than personnel of a qualified public agency are utilized, administration of the personnel contract shall be performed by a qualified Right of Way person employed or retained by COUNTY.
10. To certify legal and physical control of right of way ready for construction and that all right of way were acquired in accordance with applicable State and Federal laws and regulations subject to review and concurrence by STATE prior to the advertisement for bids for construction of PROJECT.
11. To deliver to STATE legal title to the right of way, 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 STATE's name to be provided and paid for by COUNTY.
12. To be responsible, at COUNTY's expense, for the investigation of potential hazardous waste sites within and outside of the existing State highway right of way that would impact PROJECT as part of the responsibility for the ED for PROJECT.
13. Any hazardous material found within the area of PROJECT requiring remedy or remedial action, as defined in Division 20, Chapter 6.8 et seq. of the Health and Safety Code, or any cultural, paleontological, anthropological, or other protected resource requiring protection shall be the responsibility of COUNTY, at COUNTY's expense as part of the costs of PROJECT. Locations subject to remedy or remedial action and/or protection include utility relocation work required for PROJECT. Costs for remedy and remedial action and/or protection shall include, but not be limited to, the identification, treatment, removal, packaging, transportation, storage, and disposal of such material.
14. COUNTY shall be responsible, at COUNTY's expense, for the development of the necessary remedy and/or remedial action plans and designs. Remedial actions proposed by COUNTY shall be preapproved by STATE and shall be performed in accordance with STATE's standards and practices and those standards mandated by the Federal and State regulatory agencies.
15. To advertise, award and administer the construction contract for project in accordance with requirements of the State Contract 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 Labor Code in the same manner as are workers employed

by STATE's Contractors. COUNTY shall obtain applicable wage rates from the State Department of Industrial Relations and shall adhere to the applicable provisions of the State Labor Code. Violations shall be reported to the State Department of Industrial Relations.

16. To apply for necessary encroachment permits for required work within State highway rights of way, in accordance with STATE's standard permit procedures, as more specifically defined in Articles (2), (3), (4), (5) and (6) of Section III of this Agreement.
17. In recognition that PROJECT construction work done on STATE 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 successful PROJECT completion, COUNTY agrees to require the construction contractor furnish both a payment and performance bond in COUNTY name with both bonds complying with the requirements set forth in Section 3-1.02 of STATE's current Standard Specifications prior to performing any PROJECT construction work. COUNTY shall defend, indemnify and hold harmless STATE, its officers and employees from all PROJECT construction-related claims by contractors and all claimants.
18. To construct PROJECT in accordance with plans and specifications of COUNTY to the satisfaction of and subject to the approval of STATE.
19. Contract Administration procedures shall conform to the applicable requirements set forth in STATE's Construction Manual, Local Assistance Procedures Manual and the Encroachment Permit for construction of PROJECT.
20. Construction within the existing or ultimate STATE right of way shall comply with the requirements in STATE's Standard Specifications and PROJECT Special Provisions, and in conformance with methods and practices specified in STATE's Construction Manual.
21. If COUNTY uses own staff to perform surveys, such surveys shall conform to the methods, procedures, and requirements of STATE's Surveys Manual and STATE's Staking Information Booklet.
22. Material testing and quality control shall conform to the State Construction Manual and the State Material Testing Manual, and be performed, at COUNTY expense by a certified material tester acceptable to STATE. Specialty testing, and off-site source inspection and testing shall be performed by STATE, at no cost to COUNTY except as noted herein. COUNTY shall reimburse STATE for any additional travel expenses incurred by STATE for off-site inspection and testing performed by STATE which is more than 300 airline miles from both Sacramento and Los Angeles. Approval of the type of asphalt and concrete plants shall be by COUNTY, at COUNTY expense.
23. To furnish, at COUNTY expense and subject to 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. If the PROJECT plans and specifications were prepared by a private engineering company, the Resident Engineer shall not be an employee of that company. The Resident Engineer shall also be independent of the construction contractor.

24. To pay one hundred percent (100%), with the exception of \$110,000 (one hundred ten thousand dollars) of Minor B Funds STATE will contribute toward PROJECT, of the actual costs of construction required for satisfactory completion of PROJECT, including changes pursuant to contract change orders concurred with by the STATE representative and any "State-furnished material" with the exception of \$110,000 (one hundred ten thousand dollars) of Minor B Funds STATE will contribute to project.
25. To submit a billing in the amount of \$110,000 (one hundred ten thousand dollars) to STATE by August 1st 2000, or after first progress payment is made by COUNTY, whichever is later. STATE agrees to make payment within 30 days of receipt of invoice from COUNTY for said \$110, 000 (one hundred ten thousand dollars).
26. At COUNTY expense, to furnish qualified support staff, subject to approval of STATE, to assist the Resident Engineer in, but not limited to, 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 As-Built drawings, and other inspection and staff services necessary to assure that the construction is being performed in accordance with the plans and specifications. Said qualified support staff shall be independent of the design engineering company and construction contractor, except that the PROJECT designer may check the shop drawings, do soils foundation tests, test construction materials, and do construction surveys.
27. To make progress payments to the contractor using COUNTY funds and pay all costs for required staff services as described in Articles (23) and (26) of this Section I. The STATE representative shall review all contract progress pay schedules. STATE does not assume responsibility for accuracy of itemization on progress pay schedules.
28. Within sixty (60) days following the completion and acceptance of the PROJECT construction contract, to furnish STATE a complete set of acceptable full-sized film positive reproducible As-Built plans and all contract records, including survey documents and microfilm copy of all structure plans.
29. Upon completion of work under this Agreement, COUNTY will assume maintenance and the expense thereof for any part of PROJECT located outside of current STATE right of way until acceptance of any such part of PROJECT into the STATE highway system by STATE, approval by the Federal Highway Administration, if required and conveyance of acceptable title to STATE.
30. If COUNTY terminates PROJECT prior to completion of the construction contract for PROJECT, STATE may require COUNTY, at COUNTY's expense, to return right of way to its original condition or to a condition of acceptable permanent operation. If COUNTY fails to do so, STATE reserves the right to finish PROJECT or place PROJECT

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Highway 49 Improvements
District Agreement No. 03-0140

in satisfactory permanent operation condition. STATE will bill COUNTY for all actual expenses incurred and COUNTY agrees to pay said expenses within thirty (30) days or STATE, acting through the State Controller, may withhold an equal amount from future apportionments due COUNTY from the Highway User Tax Fund.

31. Prior to award of the construction contract for PROJECT, COUNTY may terminate PROJECT without financial obligation to STATE.
32. If buried cultural, archaeological, paleontological or other protected materials are encountered during construction of PROJECT, COUNTY shall stop work in that area, until a qualified professional can evaluate the nature and significance of the find and a plan is approved for the removal or protection of that material.
33. Execution of this Agreement constitutes COUNTY's waiver of the ninety (90) days' notice of "Intention to Relinquish" requirement contained in Section 73 of the Streets and Highways Code.
34. To accept relinquishment of that portion of State highway Route 49 described in RECITALS, Article 5 upon approval by the California Transportation Commission of a resolution of relinquishment and recording of said resolution in the County Recorders Office.
35. Upon the adoption, filing and recording of the Resolution of Relinquishment by the California Transportation Commission, to accept ownership, maintenance, operation and liability of the relinquished highway.
36. Payment of STATE's final contribution of \$0.00 (zero dollars) to COUNTY fully meets STATE's responsibility to place the State highway in a state of good repair and COUNTY shall accept relinquishment and all rights, title and interest in, without any additional cost to STATE.

SECTION II

STATE AGREES:

1. To provide, at no cost to COUNTY, oversight of PROJECT and to provide prompt reviews and approvals, as appropriate, of submittals by COUNTY, and to cooperate in timely processing of PROJECT.
2. STATE will contribute \$110,000 (one hundred ten thousand dollars) of Minor B Funds toward PROJECT, in lump sum, on August 1st 2000, or after first progress payment is made by COUNTY, whichever is later. STATE agrees to make payment within 30 days of receipt of invoice from COUNTY for said \$110,000 (one hundred ten thousand dollars).

3. To issue, at no cost to COUNTY, upon proper application by COUNTY, an encroachment permit to COUNTY authorizing entry onto STATE's right of way to perform survey and other investigative activities required for preparation of the ED and/or PS&E. If COUNTY uses consultants rather than its own staff to perform required work, the consultants will also be required to obtain an encroachment permit. The permit will be issued at no cost upon proper application by the consultants.
4. To issue at no cost to COUNTY and COUNTY's contractor, upon proper application by COUNTY and by COUNTY's contractor, the necessary encroachment permits for required work within State highway right of way, as more specifically defined in Articles (2), (3), (4) and (5) of Section III of this Agreement.
5. To provide, at no cost to COUNTY, a qualified STATE representative who shall have authority to accept or reject work and materials or to order any actions needed for public safety or the preservation of property and to assure compliance with all provisions of the encroachment permit(s) issued to COUNTY and COUNTY's contractor.
6. To provide, at COUNTY expense, any "State-furnished material" as shown on the plans for PROJECT and as provided in the Special Provisions for PROJECT.
7. To furnish the traffic signal control equipment for PROJECT. This equipment shall consist of signal controller unit and signal control cabinet. The estimated cost of this equipment is \$8000 (eight thousand dollars) and actual cost to the STATE shall be deducted from STATE's share of PROJECT costs.
8. To transfer to COUNTY, upon relinquishment, all records and files for the relinquished section of highway, including, but not limited to, plans, survey data and right of way information.

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 and the allocation of resources by the California Transportation Commission.
2. Construction by COUNTY of improvements referred to herein which lie within STATE highway rights of way or affect STATE facilities, shall not be commenced until COUNTY's original contract plans involving such work and plan for utility relocations have been reviewed and approved 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.

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Highway 49 Improvements
District Agreement No. 03-0140

COUNTY shall obtain aforesaid encroachment permit through the office of State District Permit Engineer and COUNTY's application shall be accompanied by twenty-five (25) sets of reduced construction plans of aforesaid STATE approved contract plans. 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 proposed STATE rights of way or which affects STATE 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.

COUNTY's construction contractor shall also be required to obtain an encroachment permit from STATE prior to commencing any work within STATE rights of way or which affects STATE facilities. The application by COUNTY's contractor for said encroachment permit shall be made through the office of State District Permit Engineer and shall include proof said contractor has payment and performance surety bonds covering construction of PROJECT.

COUNTY shall provide a right of way certification prior to the granting of said encroachment permit by STATE, to certify that legal and physical control of rights of way were acquired in accordance with applicable State and Federal laws and regulations.

6. COUNTY shall not advertise for bids to construct PROJECT until after an encroachment permit has been issued to COUNTY by STATE.
7. COUNTY's construction contractor shall maintain in force, until completion and acceptance of the PROJECT construction contract, a policy of Contractual Liability Insurance, including coverage of Bodily Injury Liability and Property Damage Liability in accordance with Section 7-1.12 of State Standard Specifications. Such policy shall contain an additional insured endorsement naming STATE, its officers, agents and employees as additional insureds. 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 contractor.
8. In construction of said PROJECT, representatives of COUNTY and STATE will cooperate and consult, and all work pursuant to PROJECT shall be accomplished according to approved plans, specifications and applicable STATE standards. Satisfaction of these requirements shall be verified by the STATE representative. The STATE representative is authorized to enter COUNTY's property during construction for the purpose of monitoring and coordinating construction activities.
9. Changes to PROJECT plans and specifications shall be implemented by contract change orders reviewed and concurred with by the STATE 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

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KP 18.9/19.4
03198 – 2A5100
Highway 49 Improvements
District Agreement No. 03-0140

STATE in advance of performing the work. Unless otherwise directed by the STATE 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 (28) of this Agreement.

10. COUNTY shall provide a claims process acceptable to STATE and shall process any and all claims through COUNTY's claim process. The STATE representative will be made available to COUNTY to provide advice and technical input in any claim process.
11. If any existing public and/or private 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 protection, relocation, or removal in accordance with STATE policy and procedure for those facilities located within the limits of work providing for the State highway and in accordance with COUNTY policy for those facilities located outside of the limits of work for the improvement to the State highway. Total costs of such protection, relocation or removal shall be determined in accordance with STATE policy and procedure. Any relocated or new facilities shall be correctly shown and identified on the As-Built plans referred to in Section I, Article (28) of this Agreement.
12. If any unforeseen potential hazardous material sites are encountered during construction of PROJECT COUNTY shall confer with appropriate professionals and regulatory agencies on a course of action. COUNTY may be required to stop work until the nature of the find can be evaluated and until a remedy or remedial action plan is prepared and approved. The costs for any required remedy or remedial action shall be covered as a cost of PROJECT contemplated by this Agreement.
13. Pursuant to the authority contained in Section 591 of the Vehicle Code, STATE has determined that within such areas as are within the limits of PROJECT and are open to public traffic, COUNTY shall comply with all of the requirements set forth in Divisions 11, 12, 13, 14, and 15 of the Vehicle Code. COUNTY shall take all necessary precautions for safe operation of COUNTY's vehicles, the construction contractor's equipment and vehicles and/or vehicles of personnel retained by COUNTY and for the protection of the traveling public from injury and damage from such vehicles or equipment.
14. All phases of PROJECT, from inception through construction, whether done by COUNTY or STATE, will be developed in accordance with all policies, procedures practices, and standards that STATE would normally follow.
15. Upon completion and acceptance of the PROJECT construction contract by COUNTY to the satisfaction of the STATE representative and subsequent to the execution of a maintenance agreement, STATE will accept control and maintain, at its own cost and expense, those portions of PROJECT lying within STATE's right of way, except local roads delegated to COUNTY for maintenance.

16. COUNTY will accept control and maintain, at its own cost and expense, the portions of PROJECT lying outside STATE's right of way. Also, COUNTY will maintain at COUNTY expense, local roads within STATE's right of way delegated to COUNTY for maintenance.
17. STATE will maintain the traffic control signal system and safety lighting as installed and pay an amount equal to 100% of the total maintenance costs.
18. COUNTY will pay an amount equal to 100% of all electrical energy costs for the traffic control signal system and safety lighting as installed.
19. STATE will operate the traffic control signal(s) as installed and pay one hundred percent (100%) of the operation cost.
20. Upon completion of all work under this Agreement, ownership and title to materials, equipment and appurtenances installed within STATE's right of way will automatically be vested in STATE, and materials, equipment and appurtenances installed outside of STATE's right of way will automatically be vested in COUNTY. No further agreement will be necessary to transfer ownership as hereinabove stated.
21. 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 affect the legal liability of either party to the Agreement by imposing any standard of care with respect to the maintenance of State highways different from the standard of care imposed by law.
22. Neither STATE nor any officer or employee thereof is responsible for any 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 delegated to COUNTY under this Agreement. It is understood and agreed that, pursuant to Government Code Section 895.4, COUNTY shall fully defend, indemnify and save harmless the State of California, all officers and employees from all claims, suits or actions of every name, kind and description brought for or on account of injury (as defined in Government Code Section 810.8) occurring by reason of anything done or omitted to be done by COUNTY under or in connection with any work, authority or jurisdiction delegated to COUNTY under this Agreement.
23. Neither COUNTY nor any officer or employee thereof is responsible for any 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 delegated to STATE under this Agreement. It is understood and agreed that, pursuant to Government Code Section 895.4, STATE shall fully defend, indemnify and save harmless COUNTY from all claims, suits or actions of every name, kind and description brought for or on account of injury (as defined in Government Code Section 810.8) occurring by reason of anything done or omitted to be done by STATE under or in connection with any work, authority or jurisdiction delegated to STATE under this Agreement.

03-ED-49
KP 18.9/19.4
03198 - 2A5100
Highway 49 Improvements
District Agreement No. 03-0140

24. This Agreement may be terminated or provisions contained herein may be altered, changed, or amended by mutual consent of the parties hereto.
25. No alteration or variation of the terms of this Agreement shall be valid unless made in writing and signed by them parties hereto and no oral understanding or agreement not incorporated herein shall be binding on any of the parties hereto.
26. 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 with concurrence of STATE, or on December 31, 2006, whichever is earlier in time; however, the ownership, operation, maintenance, liability, and claims clauses shall remain in effect until terminated or modified in writing by mutual agreement.
27. Those portions of this Agreement pertaining to the relinquishment for this portion of State Route 49 shall terminate upon recording in the County Records Office of the relinquishment resolution or on December 31, 2006, whichever is earlier in time.

03-ED-49
KP 18.9/19.4
03198 - 2A5100
Highway 49 Improvements
District Agreement No. 03-0140

STATE OF CALIFORNIA
Department of Transportation

COUNTY OF EL DORADO

JEFF MORALES
Director of Transportation

By: William S. Bradley
Chairman, Board of Supervisors
WILLIAM S. BRADLEY 5-23-2000

By: Stan C. Kuyatich

DIXIE L. FOOTE, Clerk
BOARD OF SUPERVISORS
Attest: Margaret B. Moody
Deputy Clerk Board of Supervisors
5-23-2000

Approved as to Form and Procedure:

John H. [Signature]
Attorney, Department of Transportation

Certified as to Funds:

Susan Elkins
District Budget Manager

Certified as to Procedures:

Sandra McEnt
Accounting Administrator



RESOLUTION No. 130-2000

OF THE BOARD OF SUPERVISORS OF THE COUNTY OF EL DORADO

RESOLUTION APPROVING
THE COOPERATIVE AGREEMENT
BETWEEN EL DORADO COUNTY
AND
THE STATE DEPARTMENT OF TRANSPORTATION
REGARDING THE STATE ROUTE (SR) 49/FOWLER LANE/
PLEASANT VALLEY ROAD SIGNALIZATION JN73346
DISTRICT AGREEMENT NO. 03-0140

WHEREAS, the Cooperative Agreement has been presented covering the responsibilities and obligations with respect to liability, ownership, project development, design, construction, financing, right-of-way, utilities and maintenance of that portion of the State Route (SR) 49 between KP 19.03 and KP 19.34.

NOW, THEREFORE BE IT RESOLVED, that the Chairman of the Board of Supervisors be and is hereby authorized and directed to execute the Cooperative Agreement, in the form attached hereto, on behalf of the COUNTY OF EL DORADO, a political subdivision of the State of California, with the STATE OF CALIFORNIA, for that portion of State Route (SR) 49, between KP 19.03 and KP 19.34.

PASSED AND ADOPTED by the Board of Supervisors of the County of El Dorado at a regular meeting of said Board, held on the 23rd day of May, 2000, by the following vote of said Board:

Ayes: SUPERVISORS: WILLIAM S. BRADLEY, RAYMOND J. NUTTING, J. MARK NIELSEN, PENNY HUMPHREYS, DAVID A. SOLARO

Noes: NONE

Absent: NONE

ATTEST

DIXIE L. FOOTE

Clerk of the Board of Supervisors

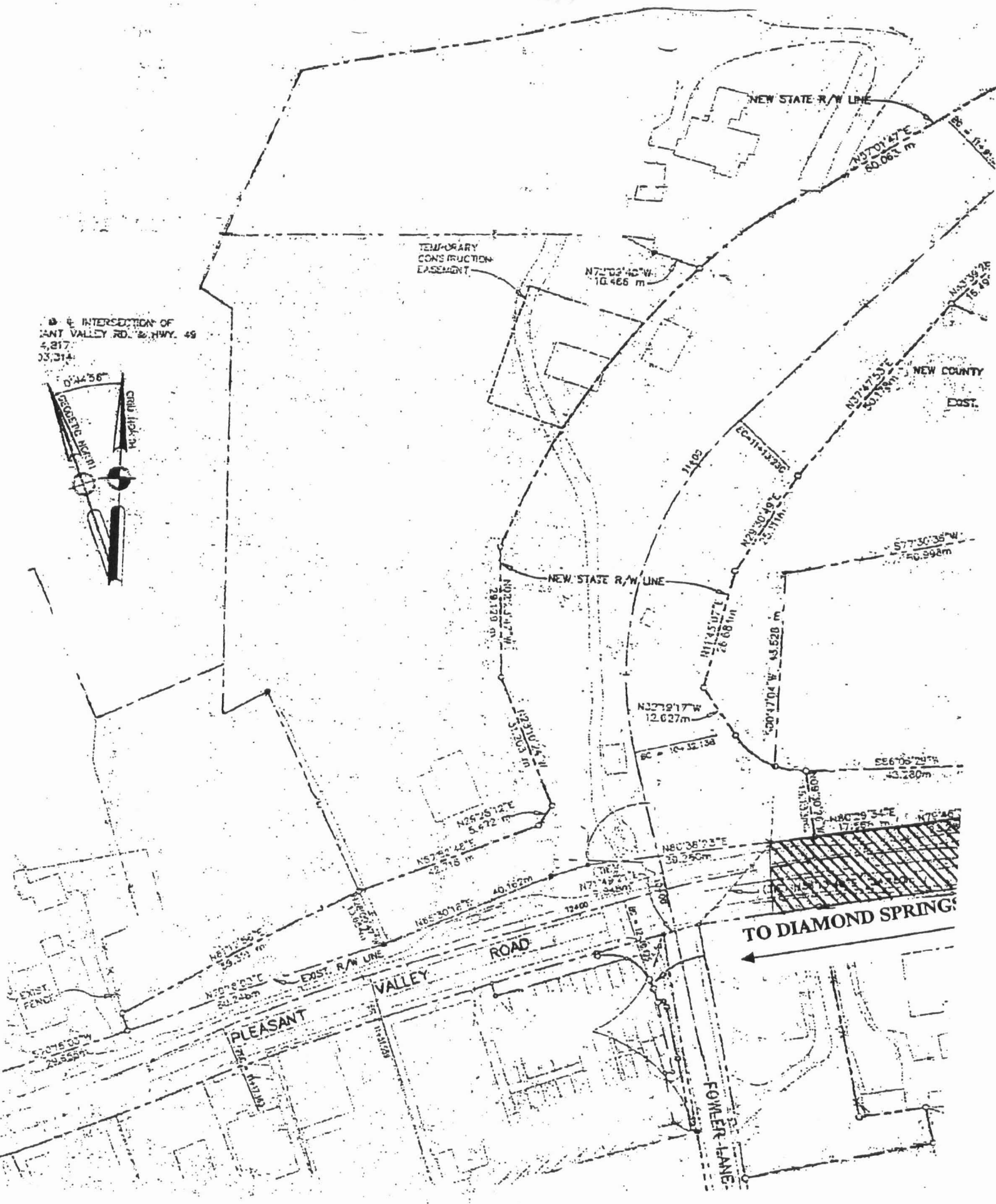
By Margaret E. Moody
THE ATTACHED INSTRUMENT IS A CORRECT COPY OF THE ORIGINAL ON FILE IN THIS OFFICE.

William S. Bradley
Chairman, Board of Supervisors

DATE June 5, 2000
ATTEST: DIXIE L. FOOTE, Clerk of the Board of Supervisors of the County of El Dorado, State of California.

By Margaret E. Moody

INTERSECTION OF
PLEASANT VALLEY RD. & HWY. 49
4,817
33,314



TO DIAMOND SPRINGS