

**COOPERATIVE AGREEMENT**

THIS AGREEMENT, ENTERED INTO EFFECTIVE ON \_\_\_\_\_, 2009 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 as "PARTIES", pursuant to Streets and Highways Code sections 114 and 130 are authorized to enter into a Cooperative Agreement for improvements to State highway system (SHS) right of way (R/W) within COUNTY's jurisdiction.
2. Pursuant to Government Code section 14529.7(a), PARTIES entered into Cooperative Agreement 03-0308, dated February 22, 2007, whereby COUNTY advanced the funding to complete Phase 1A of the construction of a new interchange on United States Highway 50 (US 50) at Missouri Flat Road and identified Phase 1B as the mutually intended replacement project for the \$11,160,000 in State Transportation Improvement Program-Regional Improvement Program (STIP-RIP) funds programmed in the 2008/2009 fiscal year. Phase 1B includes the following, referred to herein as "PROJECT":
  - Add auxiliary lanes to US 50 from the Missouri Flat Road to the Placerville Drive/Forni Road interchanges.
  - Widen US 50 bridges over Weber Creek.
  - Improve the Missouri Flat Road eastbound US 50 on-ramp.
  - Reconfigure and improve the Missouri Flat Road westbound US 50 on-ramp and off-ramp.
  - Add bicycle/pedestrian facility between Missouri Flat Road and Forni Road (STATE ARRA funding, only)

Along with the following, referred to herein as "SHOPP PROJECT":

- Seismic retrofit and rehabilitate decks on US 50 bridges over Weber Creek
3. PARTIES agree that COUNTY will prepare the contract documents, and advertise, award, and administer the construction contract for PROJECT.

4. The California Transportation Commission (CTC) approved STIP amendment 06S-014 at their September 7, 2006 meeting, allowing COUNTY to use local funds to advance and complete Phase 1A construction, and identified PROJECT as the replacement project. CTC subsequently approved STIP amendment 08S-014 at their May 29, 2008 meeting and programmed STIP-RIP and Proposition 1B funds toward PROJECT construction capital and support costs. On March 16, 2006 STATE programmed \$2,950,000 in State Highway Operation Protection Program (SHOPP) funds (SHOPP FUNDS) toward SHOPP PROJECT construction capital costs. On May 14, 2009, the CTC approved Resolution STIP1B-A-0809-020 allocating STIP Proposition 1B funds and Resolution FS-08-12 allocating STATE American Recovery and Reinvestment Act (ARRA) funds, referred to herein as "FUNDS", collectively totaling \$32,506,000, as detailed on Exhibit A, attached to and made a part of this Agreement, for PROJECT construction capital and support costs in the 2008/2009 fiscal year. At the same time, the CTC approved Resolution FS-08-05 allocating SHOPP FUNDS toward SHOPP PROJECT construction capital costs.
5. COUNTY will also use a combination of its local federal funds, along with its local funds, toward PROJECT construction capital and support costs, as detailed on Exhibit A, attached to and made a part of this Agreement.
6. PROJECT is subject to the intent, terms, conditions, requirements, and constraints of the American Recovery and Reinvestment Act of 2009 (ARRA) and as directed by STATE.
7. PARTIES addressed PROJECT environmental clearance, preliminary engineering, R/W, and preparation of plans, specifications, and estimate (PS&E) under the terms of Cooperative Agreement 03-0194, executed on January 8, 2002, and replaced by Cooperative Agreement 03-0337 on August 15, 2006.
8. PARTIES now intend to define herein the terms and conditions under which PROJECT is to be constructed, financed, owned, operated, and maintained.

## SECTION I

### COUNTY AGREES:

1. To pay COUNTY's portion of the total actual cost of PROJECT construction capital and support required for satisfactory PROJECT completion, including, but not limited to, State-furnished material (SFM), and source inspection, except for costs of STATE's Independent Quality Assurance (IQA), using a combination of its local federal funds, along with its local funds, as shown on Exhibit A, in an amount not to exceed \$6,396,000.
2. To submit an initial invoice to STATE in the amount of \$4,950,000 thirty (30) days prior to PROJECT construction contract bid advertisement date. Said amount represents one month's estimated PROJECT construction capital costs (\$1,620,000), two (2) months

estimated PROJECT construction support costs (\$380,000) and the full expenditure of SHOPP FUNDS at \$2,950,000.

3. To thereafter submit to STATE signed monthly billings, in arrears, along with detailed supporting documentation, for current actual PROJECT construction capital and support costs. Invoices will meet format and content requirements specified by STATE. Each invoice shall be submitted to STATE's Project Manager for review and approval and forwarding to the appropriate Accounting office for payment. In no event shall billings submitted to STATE exceed the total amount of \$35,456,000.
4. Within ninety (90) days of PROJECT completion and all work incidental thereto, to furnish STATE with a detailed statement of the actual cost of PROJECT construction capital and support to be borne by STATE. Thereafter, COUNTY shall bill STATE for any additional amount (up to a total amount of \$35,456,000) required to complete STATE's financial obligations assumed pursuant to this Agreement.
5. To provide written notice to STATE requesting any SFM identified in PROJECT PS&E and as provided in the Special Provisions forty-five (45) days prior to award of PROJECT construction contract. To also provide written notice to STATE requesting any additional SFM deemed necessary during PROJECT construction.
6. To deposit with STATE, within twenty (20) days of receipt of billing thereof (which billing will be forwarded within 45 days of receipt of COUNTY's request) COUNTY's proportionate share of estimated SFM costs. COUNTY may take delivery of said SFM at a STATE designated site after STATE's receipt of both COUNTY's payment and said material.
7. Not to hold STATE liable if delay in ordering SFM, referred to in Article 6 above results in said SFM not being available when needed for construction.
8. To provide written request to STATE for specified source inspections twenty (20) days prior to award of PROJECT construction contract. COUNTY shall reimburse STATE for all direct and indirect costs incurred for any source inspection performed by STATE.
9. 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 Section II of this Agreement.
10. To pay STATE upon completion of all PROJECT work and within thirty (30) days of receipt of a detailed statement made upon final accounting of costs thereof, any amount, over and above the aforementioned deposits for SFM and source inspection, required to complete COUNTY's financial obligations assumed pursuant to this Agreement.

11. All PROJECT work performed by COUNTY, or performed on COUNTY's behalf, shall be performed in accordance with all State and Federal laws, regulations, policies procedures and standards. All such PROJECT work shall be submitted to STATE for STATE's review, comment, and concurrence at appropriate stages of development.
12. To permit STATE to monitor, participate in, and oversee the selection of personnel who will provide PROJECT construction-engineering services. COUNTY agrees to consider any request by STATE to void 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.
13. To advertise, award, and administer the construction contract for PROJECT 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. 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. The contract shall also include the Federal DBE requirements as contained in Title 49 CFR, Part 26.
14. COUNTY's construction of those portions of PROJECT which lie within SHS R/W shall not commence until COUNTY's contract plans involving such work, the utility relocation plans, and the right-of-way certification have been reviewed and accepted by STATE and encroachment permits have been issued to COUNTY and COUNTY's contractor.
15. 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 that 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.
16. 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 PROJECT construction work. COUNTY shall defend, indemnify, and hold harmless STATE and its officers, agents, and employees from all claims and suits by stop notice claimants related to the construction of PROJECT.

17. To have PROJECT constructed to the satisfaction of and subject to STATE's acceptance in accordance with the STATE accepted PROJECT PS&E.
18. Contract administration procedures shall conform to STATE's Construction Manual, Local Assistance Procedures Manual, and the PROJECT encroachment permits.
19. Construction within the existing or ultimate SHS R/W shall comply with STATE's Standard Specifications, PROJECT Special Provisions, and STATE's Construction Manual.
20. COUNTY has caused to be relocated, and/or entered into relocation agreements or made all necessary arrangements with utility owners to relocate, all existing public or private utility facilities in conflict with the construction of PROJECT.
21. All survey work shall conform to the methods, procedures, and requirements of STATE's Surveys Manual and STATE's Staking Information Booklet. COUNTY will cause permanent re-monumentation of any control or land net monuments destroyed during construction. Land net monuments within State Right of Way need not be re-monumented, but must be referenced. All of the above and existing land net to be shown on a Record of Survey filed with the COUNTY Surveyor in conformance with the California Land Surveyors Act.
22. PROJECT material testing and Quality Control/Assurance shall conform to STATE's Construction Manual, Construction Manual Supplement for Local Agency Resident Engineer, Local Agency Structural Representative Guideline and STATE's California Test Methods, and shall be performed, at COUNTY's expense, by a material-tester certified by STATE.
23. To furnish, at COUNTY'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.
24. As a PROJECT 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 PROJECT PS&E. 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 and foundation tests, test construction materials, and do construction surveys.

25. Within one hundred 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 Surveyors Act, section 8771). COUNTY shall also submit corrected full-sized hardcopy structure plans.
26. 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.
27. 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, upon approval by FHWA, if required, and conveyance of acceptable title to STATE.
28. If COUNTY cannot complete PROJECT as originally scoped, scheduled, and estimated, COUNTY will, only with STATE's prior written consent, amend 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 R/W.
29. 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 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.
30. 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 the STATE's Construction Manual.
31. COUNTY will perform all PROJECT work, except as set forth in this Agreement. Should COUNTY request, in writing, that STATE perform any portion of PROJECT work not set forth in this Agreement, COUNTY agrees to reimburse STATE for the direct and indirect costs of such work.

**SECTION II**

**STATE AGREES:**

1. At no cost to COUNTY, to provide Independent Quality Assurance (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, to order any actions needed for public safety or the preservation of property on SHS R/W, and to assure compliance with all provisions of the encroachment permit(s) issued by STATE to COUNTY and COUNTY's contractor.
2. To contribute SHOPP FUNDS in a lump sum, toward SHOPP PROJECT construction capital costs within 30 days of receipt of COUNTY's invoice (which invoice will be sent no earlier than thirty (30) days prior to PROJECT construction contract bid advertisement date).
3. In addition to SHOPP FUNDS, to deposit with COUNTY within thirty (30) days of receipt of COUNTY's invoice (which invoice will be sent no earlier than thirty (30) days prior to PROJECT construction contract bid advertisement date) the amount of \$4,950,000, which represents one month's estimated PROJECT construction capital costs (\$1,620,000), two (2) months estimated PROJECT construction support costs (\$380,000), and the full expenditure of \$2,950,000 SHOPP FUNDS.
4. To thereafter pay COUNTY's approved monthly invoices, within thirty (30) days of receipt. Said invoices shall represent current actual PROJECT construction capital and support costs. In no event shall bills paid by STATE for such costs exceed the total amount of \$35,456,000.
5. To pay COUNTY's bill, if any, received upon COUNTY's final accounting for STATE's share of PROJECT construction capital and support costs in an amount required to complete STATE's financial obligations made pursuant to this Agreement.
6. To provide, at COUNTY's cost, any SFM, as requested by COUNTY, and as determined to be appropriate during PROJECT construction. To order said material upon award of PROJECT construction contract and to make said material available to COUNTY at a STATE designated site upon receipt of both said material and COUNTY's payment(s) pursuant to Section I of this Agreement.
7. To submit an invoice to COUNTY for the estimated cost of any SFM, based on current data for the specific items requested, within forty-five (45) days of receipt of COUNTY's request for said material, pursuant to Section I of this Agreement.

8. STATE shall perform source inspection as requested by COUNTY and as outlined in STATE's Construction Manual, Construction Manual Supplement for Local Agency Resident Engineer, and Local Agency Structure Representative Guideline.
9. To submit an invoice to COUNTY for the estimated direct and indirect cost of source inspection, if any, pursuant to Section I, Article 9, prior to start of PROJECT construction and upon receipt of said estimate from STATE's representative.
10. Upon completion of PROJECT and all work incidental thereto, to furnish COUNTY with a detailed statement of SFM and any source inspection costs, if appropriate, to be borne by COUNTY. To thereafter refund to COUNTY, promptly after completion of STATE's final accounting of PROJECT any amount of COUNTY's deposits, required in Section I of this Agreement, remaining after actual 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.
11. Upon proper application by COUNTY and by COUNTY's contractor, to issue, at no cost to COUNTY and COUNTY's contractor, the necessary encroachment permits for required work within SHS R/W, as more specifically defined elsewhere in this Agreement.
12. Independent assurance testing, specialty testing, and approval of the type of asphalt and concrete plants shall be by STATE, at STATE's expense.

### **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 authority and the allocation of funds by CTC.
2. Notwithstanding any provision herein to the contrary, if, after construction contract award, the STATE freezes funding for PROJECT or otherwise fails to provide all or any portion of STATE's funding obligations pursuant to the terms of this Agreement, COUNTY will have no further obligation to complete the PROJECT and may terminate this Agreement by written notice to STATE. In that event COUNTY shall, as a PROJECT expense, leave the SHS R/W in a safe and operable condition as mutually satisfactory to the PARTIES.
3. If, prior to construction contract award, either or both of PARTIES determine that there are insufficient funds to complete their financial obligations made pursuant to this Agreement, PARTIES will agree to either delay award until sufficient funds exist or to



terminate this Agreement by written notice to the other party. In the case of Agreement termination, the receiving party will speedily refund any funds received by PARTIES from the other party.

4. PARTIES understand and agree that STATE's IQA is defined as providing STATE policy and procedural guidance through completion of PROJECT construction phase administered by COUNTY. This guidance includes prompt reviews during construction by STATE to assure that all work and products delivered or incorporated into PROJECT by COUNTY conform to then existing STATE standards. IQA does not include any PROJECT related work deemed necessary to actually develop and deliver PROJECT nor does it involve any validation to verify and recheck any work performed by COUNTY and/or its consultants or contractors and no liability will be assignable to STATE, 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 as agreed to by PARTIES that is not direct IQA shall be chargeable against PROJECT funds as a service for which STATE will invoice its actual costs and COUNTY will pay or authorize STATE to reimburse itself from then available PROJECT funds.
5. 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 a PROJECT cost.
6. COUNTY shall be responsible for complying with and implementing any and all PROJECT environmental commitments set forth in the environmental documentation, permit(s), agreement(s), and/or approvals. The costs of said compliance and implementation shall be a PROJECT cost.
7. If there is a legal challenge to the environmental documentation, including supporting investigative studies and/or technical environmental report(s), permit(s), agreement(s), and/or approvals for PROJECT, all legal costs associated with those said legal challenges shall be a PROJECT cost.
8. 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). PARTIES agree that said material will not be distributed, released or shared with any other organization, person or group other than 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.
9. If, during performance of PROJECT construction, new information is obtained which requires the preparation of additional environmental documentation to comply with CEQA

and if applicable, NEPA, this Agreement will be amended to include completion of those additional tasks.

10. During PROJECT construction, PARTIES' representatives will cooperate and consult with each other to assure that all PROJECT work is accomplished according to PROJECT PS&E and STATE's then applicable policies, procedures, standards, and practices. STATE's IQA representatives who are authorized to enter COUNTY's property during construction for the purpose of monitoring and coordinating construction activities shall verify satisfaction of these requirements.
11. All applicable procedures and policies relating to the use of Federal funds or State gas tax funds shall apply notwithstanding other provisions of this Agreement
12. PROJECT PS&E changes shall only be implemented by contract change orders that have been reviewed and concurred with by STATE's representative(s). 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. All executed change orders shall be considered as eligible project costs. Should any specific proposed change order appear to be in excess of the available project funding, State and County will determine the appropriate course of action through the review and concurrence process described herein. Unless otherwise directed by STATE's representative, change orders authorized as provided herein will not require an encroachment permit rider. All changes shall be shown on the "As-Built" plans.
13. COUNTY shall provide a construction contract claims process acceptable to STATE and shall process any and all claims through COUNTY's claims process. STATE's representative will be made available to COUNTY to provide advice and technical input in any claims process.
14. In the event that STATE proposes and/or requires a change in design standards, implementation of those new or revised design standards shall be done in accordance with STATE's 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 PROJECT changes.
15. 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.

16. STATE, independent of PROJECT, is responsible for any HM-1 found within existing SHS R/W. 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 R/W. COUNTY will undertake HM-1 management activities with minimum impact to PROJECT schedule and will pay all costs for HM-1 management activities.

17. 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.

18. Management activities related to either HM-1 or HM-2 include, without limitation, any necessary manifest requirements and designation of disposal facility.
19. 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.
20. 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 and/or vehicles of personnel retained by COUNTY, to assure the protection of the traveling public and STATE employees from injury and damage from such vehicles or equipment.
21. COUNTY will operate and maintain all PROJECT facilities at PROJECT 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 the SHS.
22. Upon satisfactory completion of all PROJECT work under this Agreement, as determined by STATE, actual ownership and title to materials, equipment, and appurtenances installed within the operating SHS R/W for SHS operations will be vested in STATE, and materials, equipment, and appurtenances installed for non-SHS operations both inside (overcrossings and underpasses for local traffic) and outside of the SHS -R/W will automatically be deemed to be under the control of COUNTY or an appropriate third party as determined by COUNTY.


23. Nothing within the provisions of this Agreement is intended to create duties or obligations to or rights in third parties not a party 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 development, design, construction, operation, or maintenance of SHS R/W and public facilities different from the standard of care imposed by law.
24. 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 and 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.
25. 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 and 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.
26. Prior to the award of a construction contract, either party may terminate this agreement by written notice to the other party.
27. No alteration or variation of the terms of this Agreement shall be valid unless made by a formal amendment executed by the parties hereto and no oral understanding or agreement not incorporated herein shall be binding on any of the parties hereto.
28. Those portions of this Agreement pertaining to the completion of PROJECT shall terminate upon the satisfactory completion of all post construction obligations of COUNTY, and the delivery of required PROJECT construction documents, with concurrence of STATE, or on January 1, 2013, 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 mutual 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 claims are settled, dismissed or paid.

29. The COUNTY officer or employee with responsibility for administering this Agreement is Robert S. Slater, P.E., Deputy Director, Engineering, Department of Transportation, or successor.

**STATE OF CALIFORNIA  
DEPARTMENT OF TRANSPORTATION**

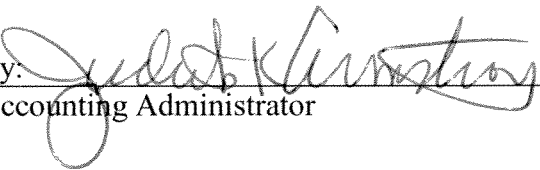
By: \_\_\_\_\_  
GARY S. SIDHU, Deputy District Director  
District 3 Program Project Management

Approved as to form and procedure:

By:  \_\_\_\_\_

Attorney Department of Transportation

By: \_\_\_\_\_  
District Project Control Officer

By:  \_\_\_\_\_  
Accounting Administrator

**COUNTY OF EL DORADO**

By: \_\_\_\_\_  
Chairman, Board of Supervisors

Attest: \_\_\_\_\_  
SUZANNE ALLEN DE SANCHEZ  
Clerk of the Board of Supervisors

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

By: \_\_\_\_\_  
Robert S. Slater P.E.  
Deputy Director, Engineering

Department of Transportation

**EXHIBIT A**

Funding Type	PHASE		TOTALS
	CON Support	CON Capital	
<b>State Funding</b>			
STIP-RIP (Bond)	\$3,000,000	\$24,506,000	\$27,506,000
SHOPP		\$2,950,000	\$2,950,000
ARRA TE (State)		\$5,000,000	\$5,000,000
<b>State Totals</b>	<b>\$3,000,000</b>	<b>\$32,456,000</b>	<b>\$35,456,000</b>
<b>County Funding</b>			
CMAQ		\$1,526,033	\$1,526,033
TCSP		\$570,000	\$570,000
ARRA TE (EDCTC)		\$173,967	\$173,967
LOCAL (TCSP Match)		\$73,850	\$73,850
LOCAL	\$2,800,000	\$1,252,150	\$4,052,150
<b>County Totals</b>	<b>\$2,800,000</b>	<b>\$3,596,000</b>	<b>\$6,396,000</b>
<b>TOTALS</b>	<b>\$5,800,000</b>	<b>\$36,052,000</b>	<b>\$41,852,000</b>