

**UTILITY AGREEMENT**

RW 13-5 (REV 6/2010)

DISTRICT <b>03</b>	COUNTY <b>ED</b>	ROUTE <b>50</b>	POST MILE <b>1.06/R2.90</b>	EA <b>03-1E290</b>
FEDERAL AID NUMBER		OWNER'S FILE NUMBER <b>CIP Project No. 71328</b>		
FEDERAL PARTICIPATION				
ON THE PROJECT		ON THE UTILITIES		
<input type="checkbox"/> YES <input checked="" type="checkbox"/> NO		<input type="checkbox"/> YES <input checked="" type="checkbox"/> NO		
OWNER PAYEE DATA NO.		OR, FORM STD 204 IS ATTACHED:		
_____		<input type="checkbox"/> YES		
<b>UTILITY AGREEMENT NO.</b>	<b>03-UT-2550.5L</b>	<b>DATE</b>	<b>October 16, 2012</b>	

El Dorado County Department of Transportation, acting by and through the State of California Department of Transportation, hereinafter called "COUNTY," proposes to construct a new interchange with U.S. 50 and Silva Valley Parkway in El Dorado Hills and El Dorado Irrigation District, hereinafter called "OWNER," owns and maintains water and sewer facilities within the limits of COUNTY's project which requires relocation to accommodate COUNTY's project.

It is hereby mutually agreed that:

**I. WORK TO BE DONE**

In accordance with Notice to Owner No. 2550.5L dated 10/16/12, COUNTY shall relocate OWNER's facilities as shown on COUNTY's contract plans for the improvement of State Route 50, EA 03-1E290 which by this reference are made a part hereof.

OWNER hereby acknowledges review of COUNTY's plans for work and agrees to the construction in the manner proposed. Deviations from the plan described above initiated by either the COUNTY or the OWNER, shall be agreed upon by both parties hereto under a Revised Notice to Owner. Such Revised Notices to Owner, approved by the COUNTY and agreed to/acknowledged by the OWNER, will constitute an approved revision of the plan described above and are hereby made a part hereof. No work under said deviation shall commence prior to written execution by the OWNER of the Revised Notice to Owner. Changes in the scope of the work will require an amendment to this Agreement in addition to the revised Notice to Owner.

OWNER shall have the right to inspect the work during construction. Upon completion of the work by COUNTY, OWNER agrees to accept ownership and maintenance of the constructed facilities.

**II. LIABILITY FOR WORK**

The existing facilities described in Section I above will be relocated at 47.5% COUNTY expense and 52.5% OWNER expense in accordance with the following proration:

- 1.3% of relocation work is a second relocation within a period of ten years; therefore, relocation is at COUNTY expense under the provision of Section 704 of the Streets and Highways Code.
- 46.2% of relocation work is located in their present position pursuant to rights superior to those of the COUNTY and will be relocated at COUNTY expense.
- 52.5% of work is located within the COUNTY's right of way under permit and will be relocated at OWNER's expense under the provisions of Section 680 of the Streets and Highways Code.

**III. PERFORMANCE OF WORK**

OWNER shall have access to all phases of the relocation work to be performed by COUNTY, as described in Section I above, for the purpose of inspection to ensure that the work is in accordance with the specifications contained in the Highway Construction Contract; however, all questions regarding the work being performed will be directed to COUNTY's Resident Engineer for their evaluation and final disposition.

Use of out-of-state personnel (or personnel requiring lodging and meal "per diem" expenses) will not be allowed without prior written authorization by State's representative. Requests for such authorization must be contained in OWNER's estimate of actual and necessary relocation costs. Accounting Form FA-1301 is to be completed and submitted for all non-State personnel travel per diem. OWNER shall include an explanation why local employee or contract labor is not considered adequate for the relocation work proposed. Per Diem expenses shall not exceed the per diem expense amounts allowed under the State's Department of Personnel Administration travel expense guidelines.

Pursuant to Public Works Case No. 2001-059 determination by the California Department of Industrial Relations dated October 25, 2002, work performed by OWNER's contractor is a public work under the definition of Labor Code Section 1720(a) and is therefore subject to prevailing wage requirements. OWNER shall verify compliance with this requirement in the administration of its contracts referenced above.

**IV. PAYMENT FOR WORK**

The COUNTY shall pay its share of the actual and necessary cost of the herein described work within 45 days after receipt of five (5) copies of OWNER's itemized bill, signed by a responsible official of OWNER's organization and prepared on OWNER's letterhead, compiled on the basis of the actual and necessary cost and expense. The OWNER shall maintain records of the actual costs incurred and charged or allocated to the project in accordance with recognized accounting principles.

It is understood and agreed that the COUNTY will not pay for any betterment or increase in capacity of OWNER's facilities in the new location and that OWNER shall give credit to the COUNTY for the accrued depreciation or "used life" of the replaced facilities and for the salvage value of any material or parts salvaged and retained or sold by OWNER.

Not more frequently than once a month, but at least quarterly, OWNER will prepare and submit progress bills for costs incurred not to exceed OWNER's recorded costs as of the billing date less estimated credits applicable to completed work. Payment of progress bills not to exceed the amount of this Agreement may be made under the terms of this Agreement. Payment of progress bills which exceed the amount of this Agreement may be made after receipt and approval by COUNTY of documentation supporting the cost increase and after an Amendment to this Agreement has been executed by the parties to this Agreement.

The OWNER shall submit a final bill to the COUNTY within 360 days after the completion of the work described in Section I above. If the COUNTY has not received a final bill within 360 days after notification of completion of OWNER's work described in Section I of this Agreement, and COUNTY has delivered to OWNER fully executed Director's Deeds, Consents to Common Use or Joint Use Agreements for OWNER's facilities (if required), COUNTY will provide written notification to OWNER of its intent to close its file within 30 days. OWNER hereby acknowledges, to the extent allowed by law, that all remaining costs will be deemed to have been abandoned. If the COUNTY processes a final bill for payment more than 360 days after notification of completion of OWNER's work, payment of the late bill may be subject to allocation and/or approval by the California Transportation Commission.

The final billing shall be in the form of an itemized statement of the total costs charged to the project, less the credits provided for in this Agreement, and less any amounts covered by progress billings. However, the COUNTY shall not pay final bills which exceed the estimated cost of this Agreement without documentation of the reason for the increase of said cost from the OWNER and approval of documentation by COUNTY. Except, if the final bill exceeds the OWNER's estimated costs solely as the result of a revised Notice to Owner as provided for in Section I, a copy of said revised Notice to Owner shall suffice as documentation. In either case, payment of the amount over the

UTILITY AGREEMENT NO.  
**03-UT-2550.5L**

estimated cost of this Agreement may be subject to allocation and/or approval by the California Transportation Commission.

In any event if the final bill exceeds 125% of the estimated cost of this Agreement, an Amended Agreement shall be executed by the parties to this Agreement prior to the payment of the OWNER'S final bill. Any and all increases in costs that are the direct result of deviations from the work described in Section I of this Agreement shall have the prior concurrence of COUNTY.

Detailed records from which the billing is compiled shall be retained by the OWNER for a period of three years from the date of the final payment and will be available for audit by State and/or Federal auditors. Owner agrees to comply with Contract Cost Principles and Procedures as set forth in 48 CFR, Chapter 1, Part 31, et seq., 23 CFR, Chapter 1, Part 645 and/or 18 CFR, Chapter 1, Parts 101, 201, et al. If a subsequent State and/or Federal audit determines payments to be unallowable, OWNER agrees to reimburse COUNTY upon receipt of COUNTY billing.

The OWNER shall pay its share of the actual cost of said work included in the COUNTY's highway construction contract within 45 days after receipt of COUNTY's bill, compiled on the basis of the actual bid price of said contract. The estimated cost to OWNER for the work being performed by the COUNTY's highway contractor is \$254,368.

In the event actual final relocation costs as established herein are less than the sum of money advanced by OWNER to COUNTY, COUNTY hereby agrees to refund to OWNER the difference between said actual cost and the sum of money so advanced. In the event that the actual cost of relocation exceeds the amount of money advanced to COUNTY, in accordance with the provisions of this Agreement, OWNER hereby agrees to reimburse COUNTY said deficient costs upon receipt of an itemized bill as set forth herein.

**V. GENERAL CONDITIONS**

All costs accrued by OWNER as a result of COUNTY's request of (date) to review, study and/or prepare relocation plans and estimates for the project associated with this Agreement may be billed pursuant to the terms and conditions of this Agreement.

If COUNTY's project which precipitated this Agreement is canceled or modified so as to eliminate the necessity of work by OWNER, COUNTY will notify OWNER in writing and COUNTY reserves the right to terminate this Agreement by Amendment. The Amendment shall provide mutually acceptable terms and conditions for terminating the Agreement.

It is understood that said highway is a Federal aid highway and accordingly 23 CFR 645 is hereby incorporated into this Agreement by reference; provided, however, that the provisions of any agreements entered into between the COUNTY and the OWNER pursuant to State law for apportioning the obligations and costs to be borne by each, or the use of accounting procedures prescribed by the applicable Federal or State regulatory body and approved by the Federal Highway Administration, shall govern in lieu of the requirements of said 23 CFR 645.

The parties to this Agreement represent that the individuals executing this Agreement on their respective behalf are fully authorized to do so by law or other appropriate instrument and to bind upon said parties to the obligations set forth herein.

OWNER shall submit a Notice of Completion to the COUNTY within 30 days of the completion of the work described herein.

The laws of the State of California shall govern this Agreement. Any litigation arising herein shall be brought in County of El Dorado.

The County Officer or employee with responsibility for administering this Agreement is Matthew D. Smeltzer, Deputy Director of Engineering, Engineering Division, Department of Transportation, or successor.

THE ESTIMATED COST TO COUNTY FOR ITS SHARE (47.5%) OF THE ABOVE DESCRIBED WORK IS \$230,518.

UTILITY AGREEMENT NO. <b>03-UT-2550.5L</b>
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**IN WITNESS WHEREOF, the above parties have executed this Agreement the day and year above written.**

COUNTY: El Dorado

OWNER: El Dorado Irrigation District

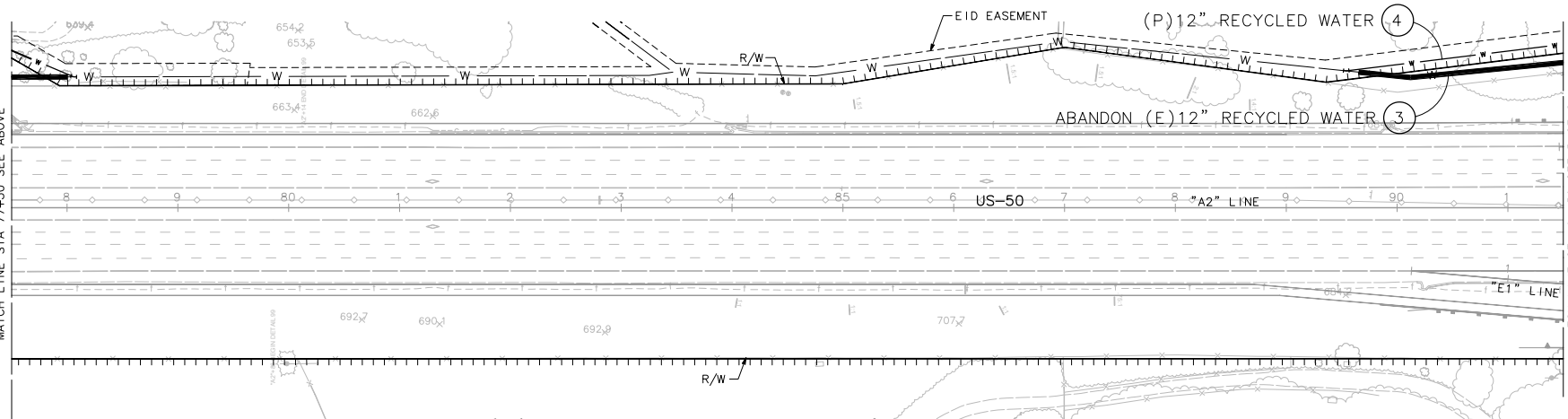
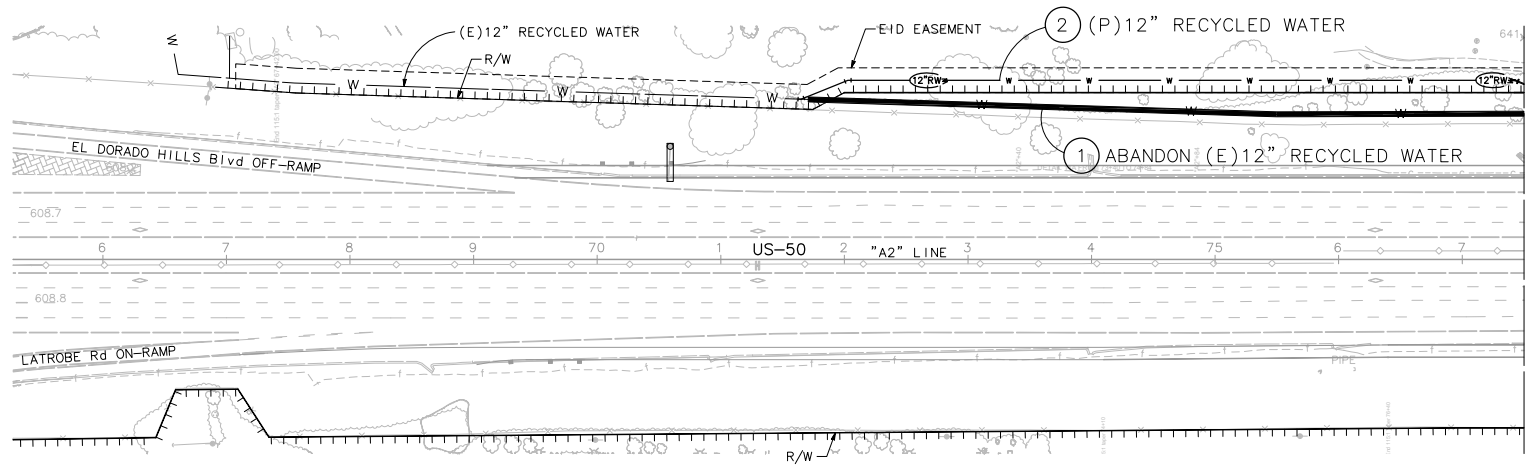
By \_\_\_\_\_  
Name \_\_\_\_\_ Date \_\_\_\_\_  
Title \_\_\_\_\_

By \_\_\_\_\_  
Name \_\_\_\_\_ Date \_\_\_\_\_  
Title \_\_\_\_\_

APPROVAL RECOMMENDED:

By \_\_\_\_\_  
Name \_\_\_\_\_ Date \_\_\_\_\_  
Title \_\_\_\_\_

By \_\_\_\_\_  
Name \_\_\_\_\_ Date \_\_\_\_\_  
Title \_\_\_\_\_




**ABBREVIATIONS**

- (E) EXISTING
- (P) PROPOSED
- EID EL DORADO IRRIGATION DISTRICT
- R/W RIGHT OF WAY

**LEGEND**

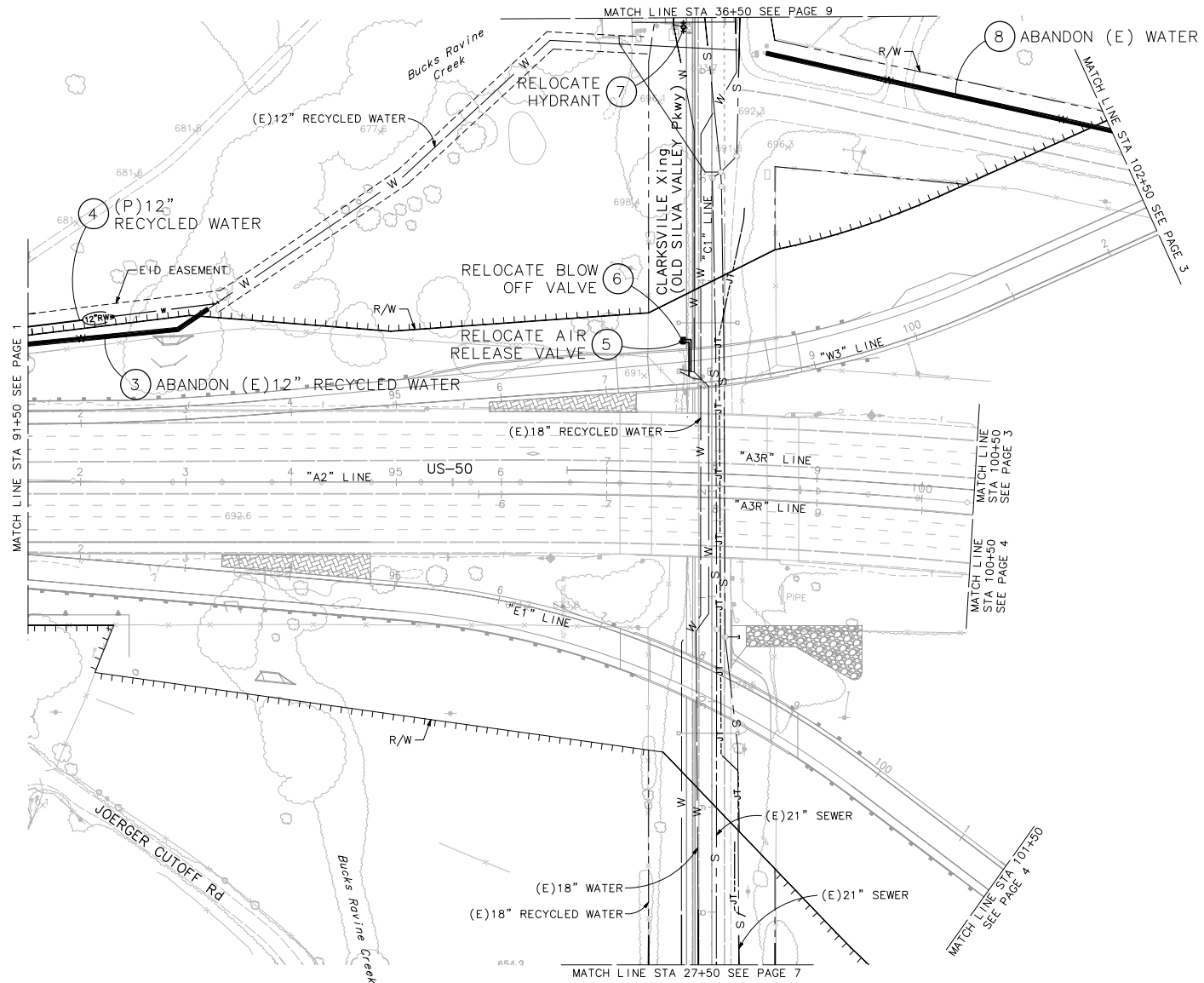
- ABANDON WATER LINE
- EASEMENT
- COUNTY RIGHT OF WAY
- STATE ACCESS CONTROL RIGHT OF WAY
- (P) WATER/RECYCLED WATER
- (E) WATER/RECYCLED WATER
- (E) SANITARY SEWER

**EXHIBIT A  
EL DORADO  
IRRIGATION DISTRICT (EID)  
CONFLICT WORK**

PREPARED BY:  
 **MARK THOMAS & COMPANY, INC.**  
 Providing Engineering, Surveying and Planning Services

DATE: MARCH 2012    SCALE: NTS

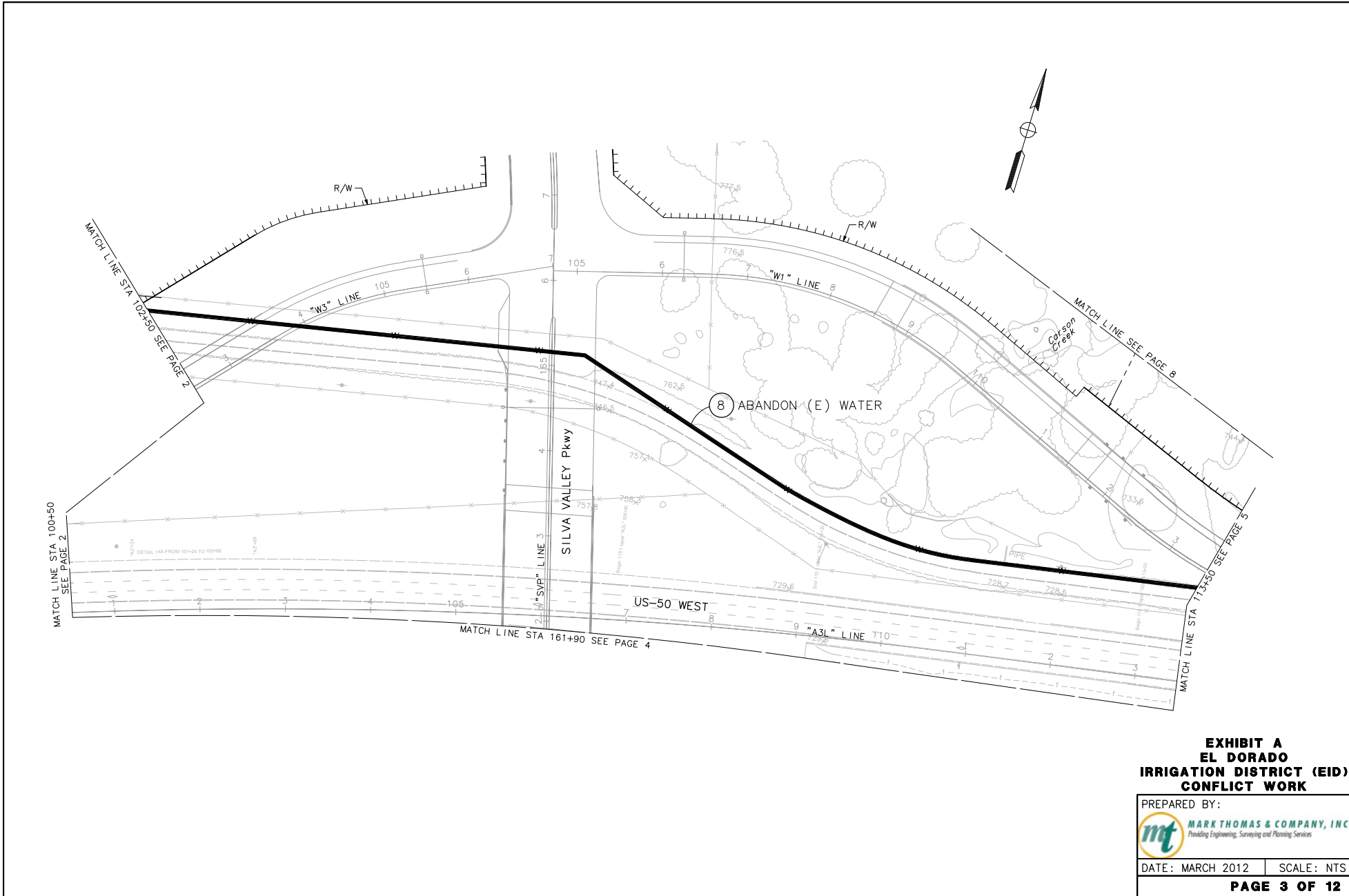
**PAGE 1 OF 12**



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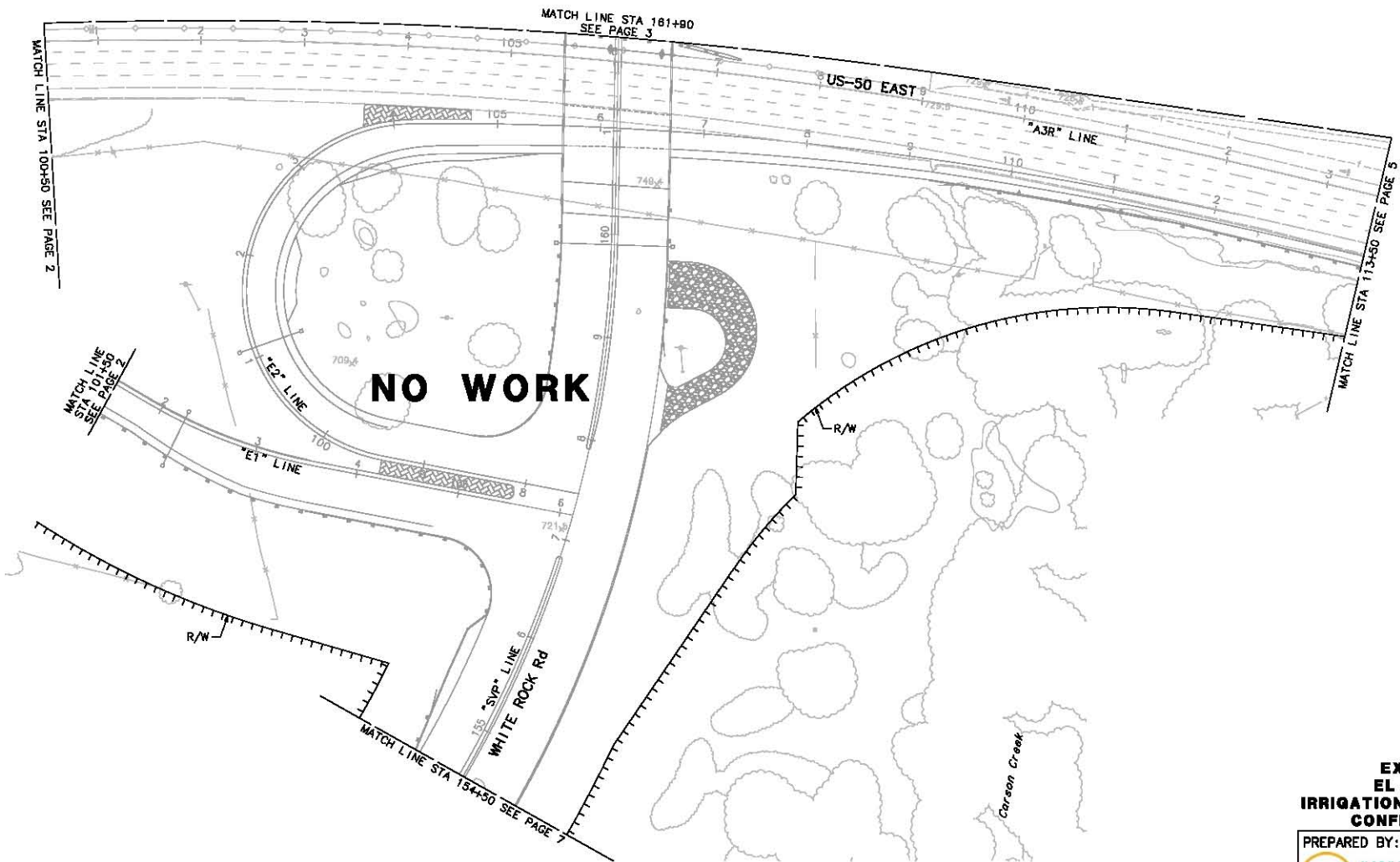
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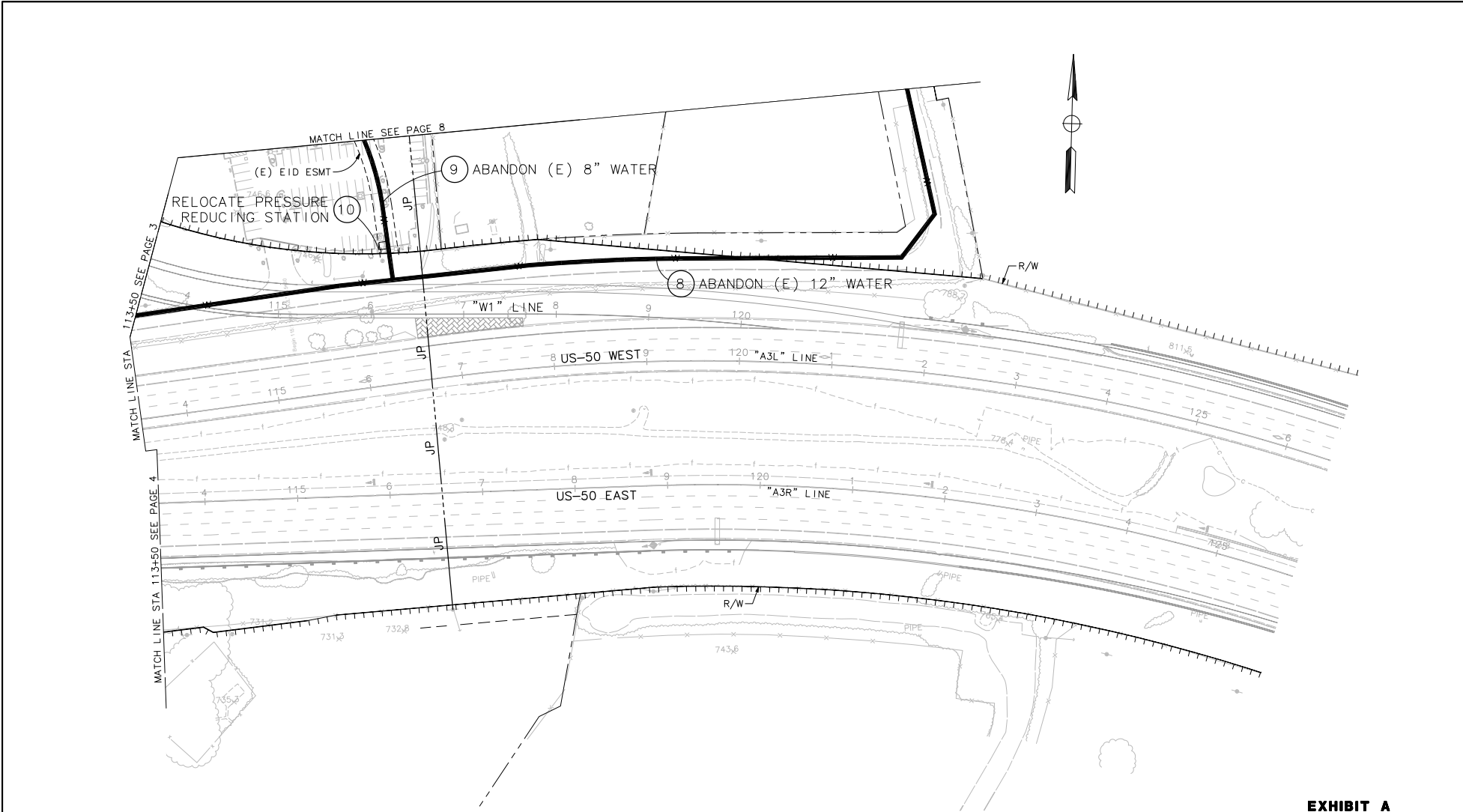
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<b>PAGE 3 OF 12</b>	




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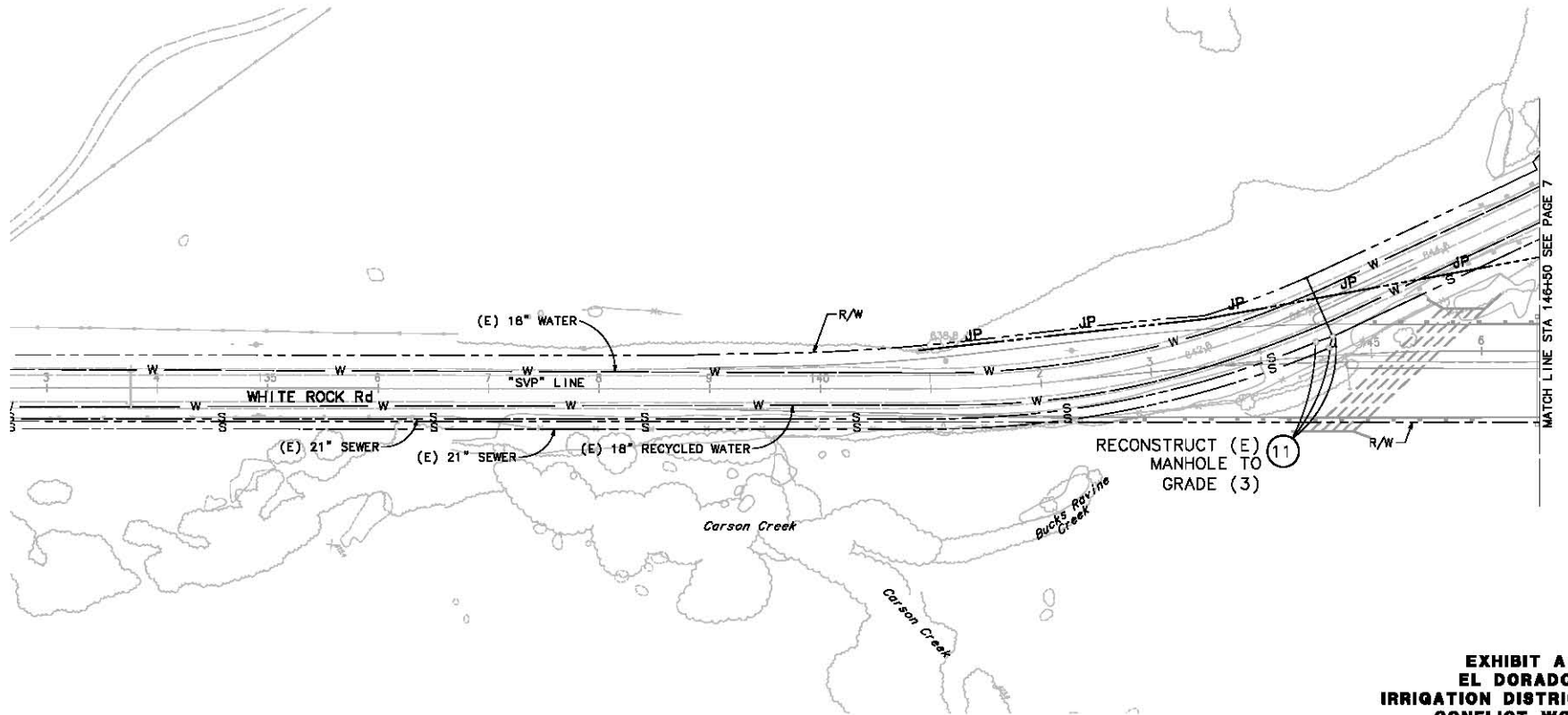
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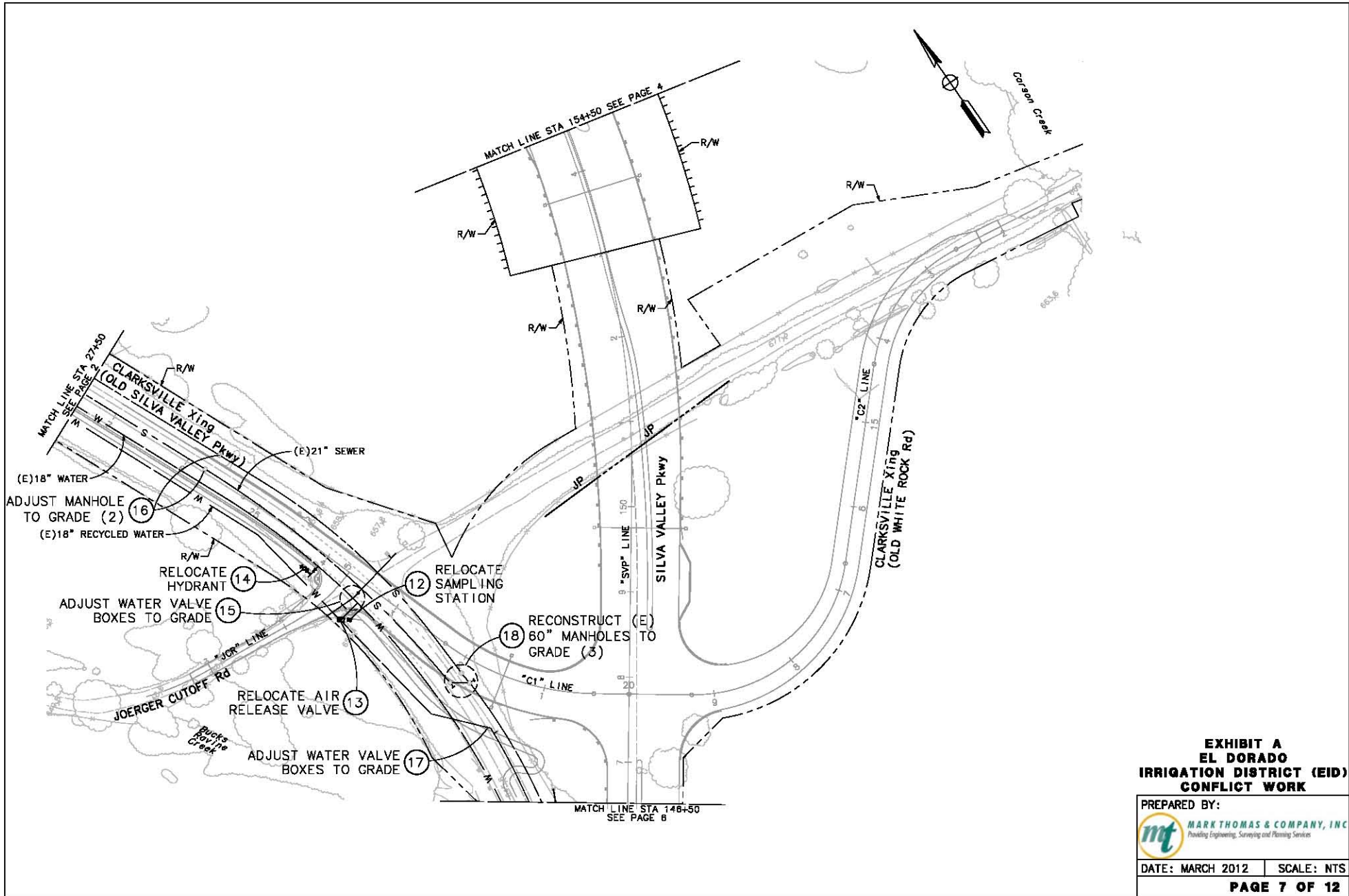
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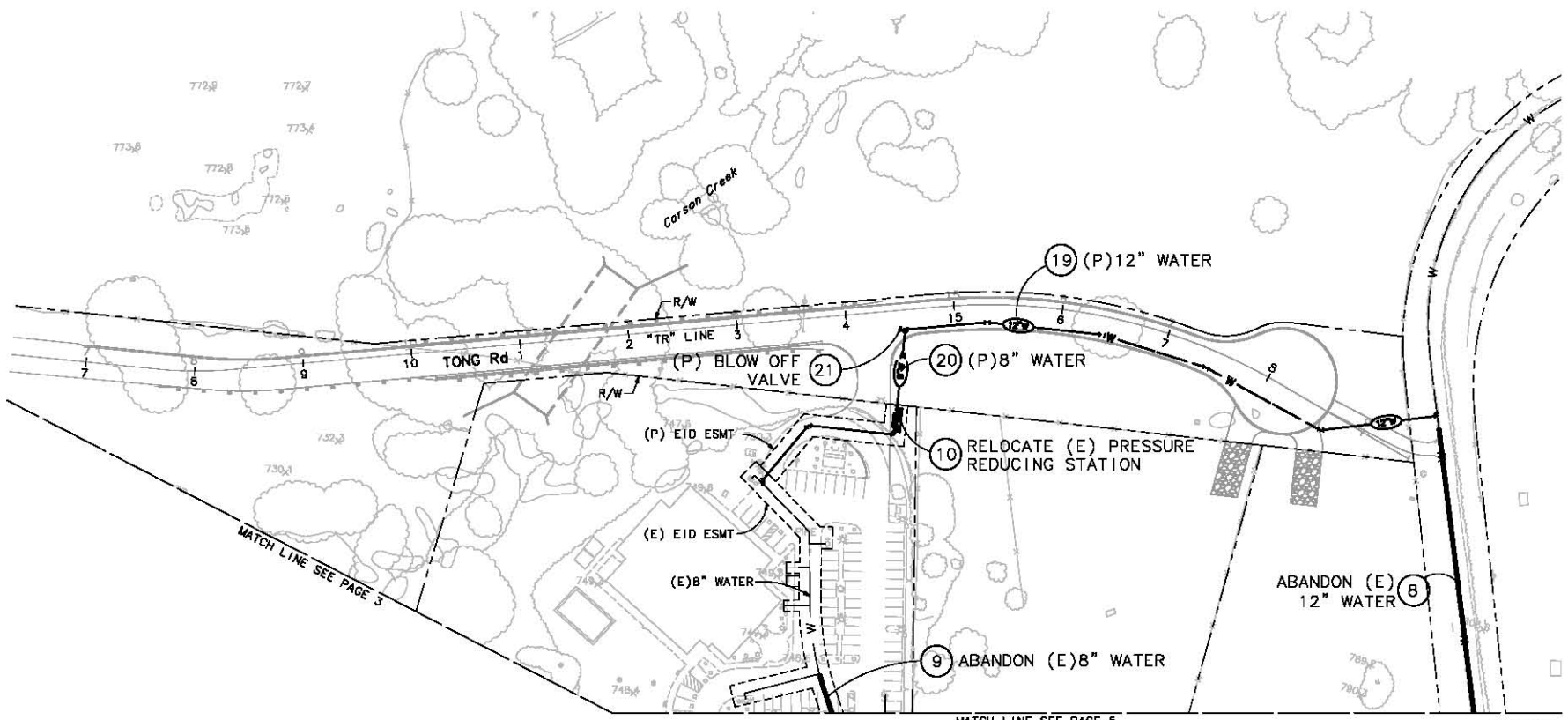


MATCH LINE STA 146+50 SEE PAGE 7

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DATE: MARCH 2012	SCALE: NTS
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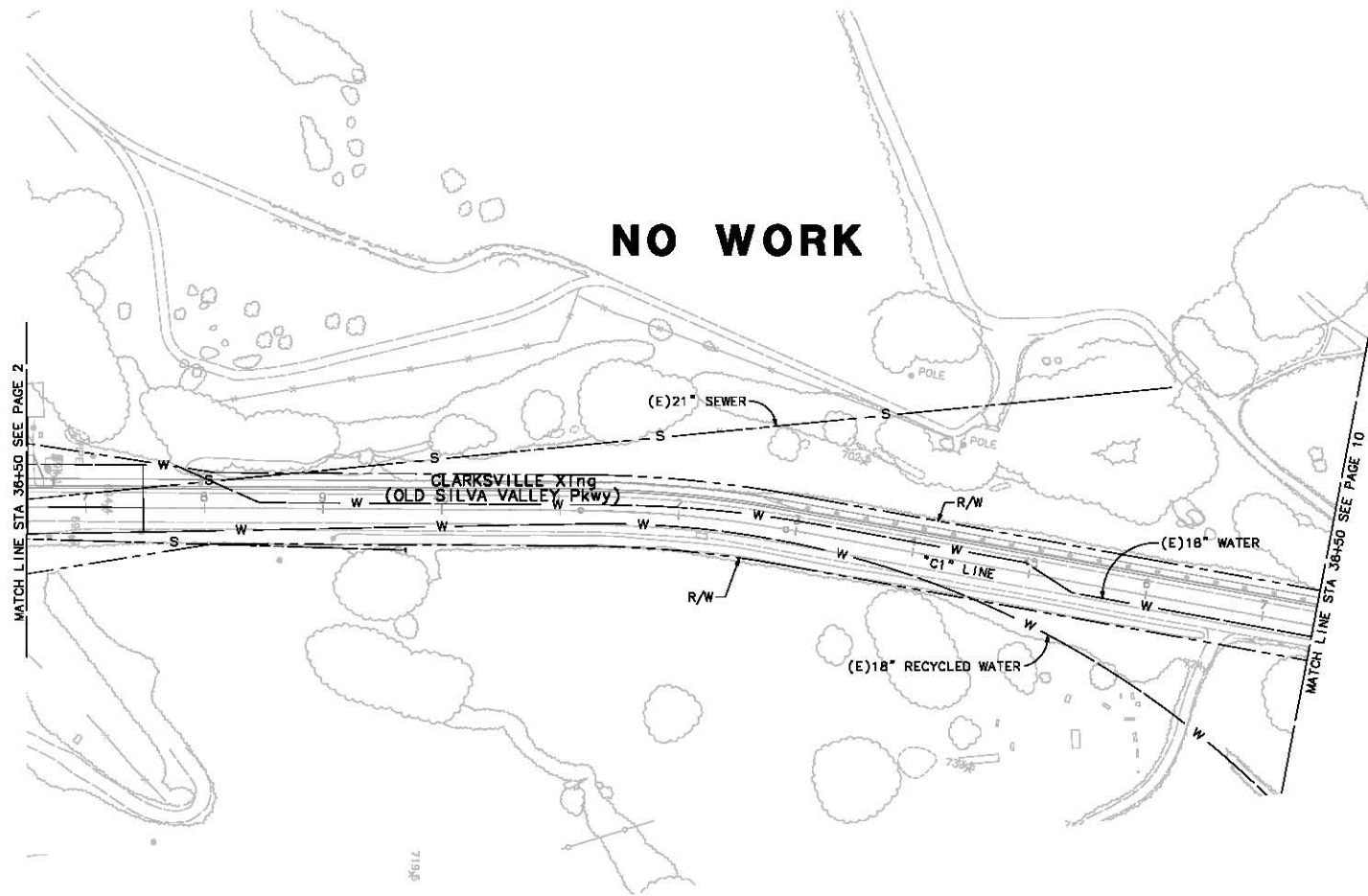
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DATE: MARCH 2012      SCALE: NTS


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**NO WORK**



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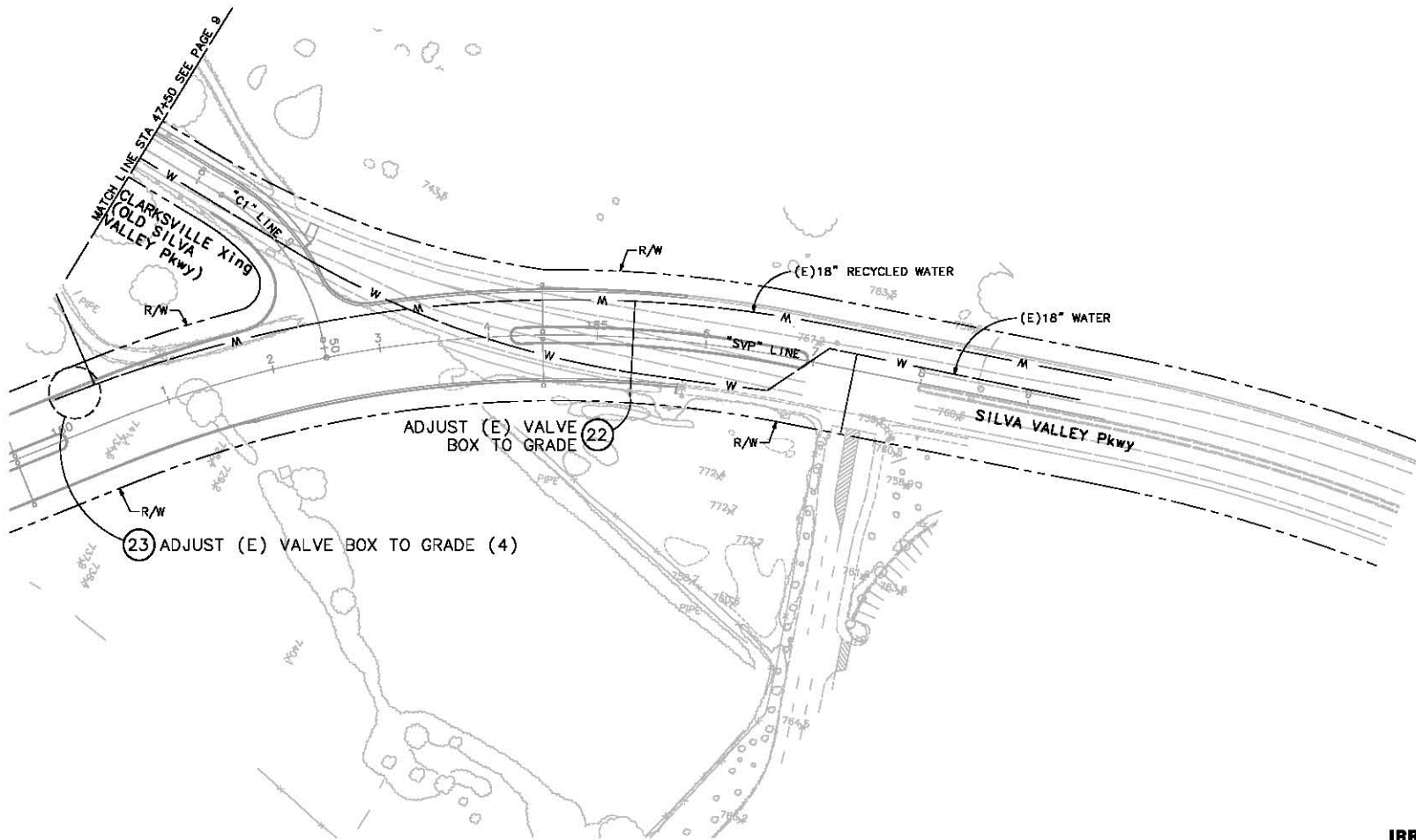
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**EXHIBIT A  
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IRRIGATION DISTRICT (EID)  
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 <b>MARK THOMAS &amp; COMPANY, INC.</b> Providing Engineering, Surveying and Planning Services	
DATE: MARCH 2012	SCALE: NTS
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### RECYCLED WATER SYSTEM

EXHIBIT ID ⊗	RESPONSIBILITY COUNTY/EID	PIPE DIAMETER (IN) & MATERIAL	BEGIN PIPE LOCATION (FT)		END PIPE LOCATION (FT)		LENGTH OF PIPE (FT)		VALVE BOX (EA)
			STATION	OFFSET	STATION	OFFSET	ABANDON	NEW	ADJUST BOX TO GRADE
1	COUNTY	12" / AC	"A2"71+65.04	129.69 Lt	"A2"78+06.11	118.05 Lt	642	-	-
2	COUNTY	12" / PVC	"A2"71+65.04	129.69 Lt	"A2"78+06.11	118.05 Lt	-	650	-
3	COUNTY	12" / AC	"A2"89+54.06	123.49 Lt	"A2"93+28.08	169.36 Lt	384	-	-
4	COUNTY	12" / PVC	"A2"89+54.06	123.49 Lt	"A2"93+28.08	169.36 Lt	-	378	-
22	COUNTY	18" / PVC	"A2"89+54.06	123.49 Lt	-	-	-	-	1
23	COUNTY	18" / PVC	"A2"89+54.06	123.49 Lt	-	-	-	-	4
TOTAL							1026	1028	5


### WATER SYSTEM

EXHIBIT ID ⊗	RESPONSIBILITY COUNTY/EID	PIPE DIAMETER (IN) & MATERIAL	BEGIN PIPE LOCATION (FT)		END PIPE LOCATION (FT)		LENGTH OF PIPE (FT)		VALVE (EA)			HYDRANT	PRESSURE REDUCING STATION	SAMPLING STATION
			STATION	OFFSET	STATION	OFFSET	ABANDON	NEW	ADJUST BOX TO GRADE	RELOCATE	NEW	RELOCATE	RELOCATE	RELOCATE
5	COUNTY	-	"C1"33+44.00	26.50 Rt	-	-	-	-	-	1	-	-	-	-
6	COUNTY	-	"C1"33+41.50	26.50 Rt	-	-	-	-	-	1	-	-	-	-
7	EID	-	"C1"36+40.96	26.86 Rt	-	-	-	-	-	-	-	1	-	-
8	EID	12" / AC	"C1"36+16.18	51.83 Rt	"TR"19+51.87	47.32 Lt	2940	-	-	-	-	-	-	-
9	COUNTY	8" / PVC	"W1"115+77.99	221.42 Lt	"W1"116+23.56	36.89 Lt	192	-	-	-	-	-	-	-
10	COUNTY	-	"SVP"14+37.25	99.55 Rt	-	-	-	-	-	-	-	1	-	-
12	EID	-	"C1"23+34.90	44.58 Lt	-	-	-	-	-	-	-	-	-	1
13	EID	-	"C1"23+43.72	50.58 Lt	-	-	-	-	-	1	-	-	-	-
14	EID	-	"C1"24+14.05	26.32 Lt	-	-	-	-	-	-	-	1	-	-
15	EID	-	"C1"23+47.50	22.00 Lt	-	-	-	-	3	-	-	-	-	-
17	EID	-	"C1"21+43.05	62.80 Lt	-	-	-	-	2	-	-	-	-	-
19	EID	12" / PVC	"TR"14+48.50	18.00 Rt	"TR"19+51.87	47.32 Lt	-	515	-	-	-	-	-	-
20	COUNTY	8" / PVC	"TR"14+53.50	18.00 Rt	"TR"13+09.10	145.48 Rt	-	244	-	-	-	-	-	-
21	EID	-	-	-	-	-	-	-	-	-	1	-	-	-
TOTAL							3132	759	5	3	1	2	1	1

### SEWER SYSTEM

EXHIBIT ID ⊗	RESPONSIBILITY COUNTY/EID	BEGIN PIPE LOCATION (FT)		MANHOLE						
		STATION	OFFSET	DIAMETER (IN)	HEIGHT (E)/(P)	ADJUST RIM TO GRADE	RECONSTRUCT (E) 60"	REMOVE	NEW	
11	COUNTY	"SVP"144+52.00	13.00 Lt	60"	8'/16'	-	2	-	-	
16	COUNTY	"C1"25+75.00	20.00 Rt	60"	4'/4'	2	-	-	-	
18	COUNTY	"C1"22+05.25	34.81 Lt	60"	4'/8'	-	3	-	-	
TOTAL							2	5	1	1

**EXHIBIT A  
EL DORADO  
IRRIGATION DISTRICT (EID)  
CONFLICT WORK**

PREPARED BY:  
 **MARK THOMAS & COMPANY, INC.**  
*Providing Engineering, Surveying and Planning Services*

DATE: MARCH 2012    SCALE: NTS

**PAGE 11 OF 12**

**DETERMINATION OF EID AND COUNTY RESPONSIBILITIES  
FOR EID INSTALLATION WORK**


- A. There are existing 8-inch, 12-inch, and 18-inch water line facilities within the project area, with portions of each conflicting with the proposed road improvements.

EID has prior land rights for the 8-inch facilities so that the County is responsible for relocating the portion of the water line that is in conflict. Exhibit B titled 'Cost Estimate for EID Relocations – County And EID Responsibilities' identifies the costs related to the water line relocations. These facilities include a pressure reducing station which will be relocated to as part of the improvements.

The 12-inch facilities are located within the public right of way so that EID is responsible for relocating the portion of the water line that is in conflict.  
The 18-inch facilities are located within the public right of way, so that EID is responsible for relocating or adjusting the grade of appurtenances are in conflict. An air release valve and blow off valve recently relocated for the Highway 50 HOV project and now in conflict with the proposed west bound on-ramp are the responsibility of the county to be relocated.

- B. There is an existing 12-inch recycled water line facility within the project area, with portions of the line in conflict with the proposed road improvements. EID has prior land rights for this facility so that the County is responsible for relocating the portions of the recycled water line that is in conflict. Exhibit B titled 'Cost Estimate for EID relocations – County And EID Responsibilities' identifies the costs related to the recycled water line relocations.
- C. There is an existing 21-inch sewer line facility within the project area, with portions of the line in conflict with the proposed road improvements. The line is located within the public right of way, so that EID is responsible for adjusting the facilities in conflict.
- D. The County costs for items A) and B) above are estimated to be \$242,359, including a 10% contingency, as shown on Exhibit B titled 'Cost Estimate fore EID Relocations – County and EID Responsibilities'.
- E. Sheets 1 through 10 of this Exhibit A detail the locations of existing facilities to be abandoned, relocated, adjusted, and proposed new facilities.
- F. The County's estimated percent of the cost for the EID installation work is 50.3% (estimated cost of \$242,359 divided by estimated total cost of \$481,925); and the EID responsibility for the EID installation work is 49.7% (estimated cost of \$239,566 divided by estimated total cost of \$489,487). (See Exhibit C – Cost Estimate Summary)

**EXHIBIT A  
EL DORADO  
IRRIGATION DISTRICT (EID)  
CONFLICT WORK**

PREPARED BY:	
 <b>MARK THOMAS &amp; COMPANY, INC.</b> <small>Providing Engineering, Surveying and Planning Services</small>	
DATE: MARCH 2012	SCALE: NTS
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**EXHIBIT B - COST ESTIMATE FOR EID RELOCATIONS - COUNTY AND EID RESPONSIBILITIES**

Apr-12

8 inch PVC Water							
"TR" Sta 14+50					County	EID	Exhibit A
Item	Unit	Quantity	Unit Price	Amount	Responsibility	Responsibility	ID Numbers
Abandon (E) 8" Water	LF	192	\$ 7	\$ 1,344	\$ 1,344	\$ -	9
(P) 8" Water	LF	244	\$ 150	\$ 36,600	\$ 36,600	\$ -	20
Relocate Pressure Reducing Station	EA	1	\$ 15,000	\$ 15,000	\$ 15,000	\$ -	10
Contingency			10%	\$ 5,294	\$ 5,294	\$ -	
<b>Subtotal</b>				<b>\$ 58,238</b>	<b>\$ 58,238</b>	<b>\$ -</b>	

12 inch Water							
"TR" Sta 14+50 TO 19+50					County	EID	Exhibit A
Item	Unit	Quantity	Unit Price	Amount	Responsibility	Responsibility	ID Numbers
Abandon (E) 12" Water	LF	2,940	\$ 7	\$ 20,580	\$ -	\$ 20,580	8
(P) 12" Water	LF	515	\$ 150	\$ 77,250	\$ -	\$ 77,250	19
(P) BLOW OFF VALVE	EA	1	\$ 5,000	\$ 5,000	\$ -	\$ 5,000	21
Contingency			10%	\$ 10,283	\$ -	\$ 10,283	
<b>Subtotal</b>				<b>\$ 113,113</b>	<b>\$ -</b>	<b>\$ 113,113</b>	

12 inch Recycled Water							
"A2" Sta 71+65 TO 89+54					County	EID	Exhibit A
Item	Unit	Quantity	Unit Price	Amount	Responsibility	Responsibility	ID Numbers
Abandon (E) 12" Recycled Water	LF	1,026	\$ 7	\$ 7,182	\$ 7,182	\$ -	1, 3
(P) 12" Recycled Water	LF	1,028	\$ 150	\$ 154,200	\$ 154,200	\$ -	2, 4
Contingency			10%	\$ 16,138	\$ 16,138	\$ -	
Depreciation	LF	1,026	\$ 12	\$ 11,841	\$ (11,841)	\$ 11,841	
<b>Subtotal</b>				<b>\$ 177,520</b>	<b>\$ 165,679</b>	<b>\$ 11,841</b>	

18 inch Water							
"C1" Sta 21+43 TO 36+41, "SVP" Sta 14+37					County	EID	Exhibit A
Item	Unit	Quantity	Unit Price	Amount	Responsibility	Responsibility	ID Numbers
Relocate Hydrant	EA	2	\$ 5,000	\$ 10,000	\$ -	\$ 10,000	7, 14
Relocate Blow Off Valve	EA	1	\$ 3,000	\$ 3,000	\$ 3,000	\$ -	6
Relocate Air Release Valve	EA	2	\$ 3,000	\$ 6,000	\$ 3,000	\$ 3,000	5,13
Relocate Sampling Station	EA	1	\$ 15,000	\$ 15,000	\$ -	\$ 15,000	12
Adjust Water Valve Boxes to Grade	EA	5	\$ 600	\$ 3,000	\$ -	\$ 3,000	15, 17
Contingency			10%	\$ 3,700	\$ 600	\$ 3,100	
<b>Subtotal</b>				<b>\$ 40,700</b>	<b>\$ 6,600</b>	<b>\$ 34,100</b>	

18 inch Recycled Water							
"SVP" Sta 180+42 TO 185+34					County	EID	Exhibit A
Item	Unit	Quantity	Unit Price	Amount	Responsibility	Responsibility	ID Numbers
Adjust Water Valve Boxes to Grade	EA	4	\$ 600	\$ 2,400	\$ -	\$ 2,400	22, 23
Contingency			10%	\$ 240	\$ -	\$ 240	
<b>Subtotal</b>				<b>\$ 2,640</b>	<b>\$ -</b>	<b>\$ 2,640</b>	

21 inch Sewer							
"SVP" 144+52 TO 144+82, "C1" 22+05 TO 25+75					County	EID	Exhibit A
Item	Unit	Quantity	Unit Price	Amount	Responsibility	Responsibility	ID Numbers
Reconstruct (E) Manhole	EA	6	\$ 6,000	\$ 36,000	\$ -	\$ 36,000	11, 18
Adjust Manhole to Grade	EA	2	\$ 1,000	\$ 2,000	\$ -	\$ 2,000	16
Contingency			10%	\$ 3,800	\$ -	\$ 3,800	
<b>Subtotal</b>				<b>\$ 41,800</b>	<b>\$ -</b>	<b>\$ 41,800</b>	

<b>Construction Total</b>	<b>\$ 434,012</b>	<b>\$ 230,518</b>	<b>\$ 203,494</b>
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"Soft Costs"			
Item	Percentage	County Responsibility	EID Responsibility
Design Cost	10%	\$ -	\$ 20,349.40
Flagging Traffic	2%	\$ -	\$ 4,069.88
Traffic Control Systems	2%	\$ -	\$ 4,069.88
Water and Dust Pollution	1%	\$ -	\$ 2,034.94
Construction Management	10%	\$ -	\$ 20,349.40
<b>Subtotal</b>		<b>\$ -</b>	<b>\$ 50,873.51</b>

<b>Total</b>	<b>\$ 484,885</b>	<b>\$ 230,518</b>	<b>\$ 254,368</b>
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**EXHIBIT C**  
**COST ESTIMATE SUMMARY**

Apr-12

	TOTAL COST	PERCENTAGE OF WORK
COUNTY COST SUMMARY	\$ 230,518	47.5%
EID COST SUMMARY	\$ 254,368	52.5%
TOTAL COSTS - EID INSTALLATION WORK	\$ 484,885	

Table 13.04-5 (Continued)

<b>S&amp;H CODE SECTION 705 - ALLOWABLE CREDITS (Section 13.04.05.06)</b>	
<b>Type</b>	<b>Explanation</b>
Salvage Credit	<p>When relocation is required, the State shall be given credit for the value of any materials from the old facility that the Owner removes and/or retains from the construction project. Generally, such material is either reconditioned and returned to stock or sold as scrap. Under PUC accounting regulations, Utility Owners shall provide a credit based on the original cost.</p> <p>The State is entitled to a credit for each item of material returned to stock at its current inventory price less depreciation and less cost of reconditioning. The State is also entitled to a credit in the amount of the sales price or, if not sold at the time of billing, the estimated value for materials sold or to be sold as scrap or junk.</p> <p>The Owner must be made aware that the State will not participate in the cost of removing a facility where the cost is greater than its salvage value unless it has to be removed for safety or aesthetic reasons. See Section 13.04.07.09 for additional discussions of removal of hazardous material.</p>
Accrued Depreciation Credit/Used Life Credit	<p>The State shall receive credit for accrued depreciation on the old facilities whenever the relocation of a facility is required. Where there are no replacement facilities, such as for abandoned facilities, credit for depreciation shall not be taken.</p> <p>Accrued depreciation credit is an allowance for the value of expired service life or used life. Expired service life/used life is that portion of a facility's useful life for which the Owner has received a return on their investment or benefit of service. The credit given shall be based on straight line depreciation computed on original installed cost, age of facility and normal expected life as reflected in the Owner's books or calculated by industry standards. For example:</p> $\text{Credit} = \frac{\text{Age of Facility}}{\text{Normal Expected Life}} (\text{Original Cost})$ <p>Following are special conditions for handling accrued depreciation credits for publicly owned sewers and private oil company facilities:</p> <ol style="list-style-type: none"> <li>1. Publicly owned sewers - The State is not entitled to receive a credit for accrued depreciation on relocations of publicly owned sewers.</li> <li>2. Private oil companies - The State is to receive a credit for depreciation on noncommon carrier (nonpublic utility) longitudinal facilities owned by oil companies. The State has historically calculated accrued depreciation credit on the following basis: <ul style="list-style-type: none"> <li>• Straight-line depreciation, as with other Utility Owners, except the normal expected life will always be 40 years, as previously agreed to by the State and the oil companies. In other words, only for the purpose of calculating accrued depreciation credits, the subject oil facility will always have a normal expected life of 40 years.</li> <li>• Credit is not to exceed 70 percent of the original installation cost.</li> <li>• When no accrued depreciation credit is provided, or the credit supplied is zero, the Owner must supply proof of the remaining service life of the facility and a written certificate from the Owner's comptroller or chief accountant stating that no part of the replacement facility will be capitalized or depreciated. (See Section 13.07.06.02.)</li> </ul> </li> </ol>

**DESIGN AND CONSTRUCTION RESPONSIBILITY AND REIMBURSEMENT AGREEMENT  
BETWEEN THE COUNTY OF EL DORADO AND THE EI DORADO IRRIGATION DISTRICT****FOR THE U.S. 50 / SILVA VALLEY PARKWAY INTERCHANGE****COUNTY CIP: 71328**

The County of El Dorado, a political subdivision of the State of California (hereinafter referred to as "County"), and the El Dorado Irrigation District, a special district created pursuant to State law (hereinafter referred to as "EID"), hereby agree to the following Design and Construction Responsibility and Reimbursement Agreement (hereinafter referred to as "Agreement") terms set forth below.

El Dorado County Department of Transportation is constructing an Interchange with U.S. 50 and Silva Valley Parkway in El Dorado Hills (the "Silva Valley Parkway Interchange" hereinafter referred to as "Project"). The work will require relocating EID facilities impacted by the project.

The following are EID facilities to be abandoned in place:

- Approximately 1,000 linear feet of 12" AC recycled water line located in a private easement parallel to Highway 50. (County cost item)
- Approximately 3,000 linear feet of 12" AC potable water line (2900 linear feet EID, 200 linear feet County) in Tong Road. (EID cost item)

The following are EID facilities to be constructed to replace abandonments:

- Installation of approximately 500 feet of new 12" water line to maintain service to the Presbytery Church which is impacted by the Tong Road abandonment. Work involves routing the existing 12" water line in the "Old Lincoln Highway" to the east Presbytery Church property line. (EID cost item)
- Installation of approximately 250 linear feet of new 8" water line to connect the Presbytery Church to the new 12" water line and relocating a pressure reducing station. (County cost item)
- Installation of approximately 1,000 linear feet of new 12" recycled water line in a new private easement. An additional cost allowance is made for the high probability of having to excavate through hard rock. (County cost item)

The following are EID facilities to be relocated:

- Relocation of existing blow off valves, air relief valves (ARVs) and gate valves on the recycled water line in existing Silva Valley Parkway. (EID cost item)

- Relocation of existing blow off valves, ARVs, sampling stations, fire hydrants and gate valves on the potable water line in existing Silva Valley Parkway. (EID cost item, except for one ARV and one blow off which are County cost items)
- Reconstructing six existing sanitary sewer manholes to grade. Elevation differences vary between four and sixteen feet. (EID cost item)
- Adjust sanitary sewer manholes to grade. The elevation difference is less than one foot. (EID cost item)

Details of the above scope of work are shown on Exhibit A, marked “El Dorado Irrigation District (EID) Conflict Work,” Exhibit (B) marked “Cost Estimate for EID Relocations – County and EID Responsibilities”, and Exhibit (C) marked “Cost Estimate Summary” incorporated herein and made by reference a part hereof.

EID has requested that the County include the design and installation of new EID facilities, as detailed in Exhibit A hereto, in County’s design and construction bid packages, award documents, and construction contract for the Project, and County has agreed to do so under the terms and conditions of this Agreement.

#### A. LIABILITY FOR WORK

Cost for facilities shall be allocated between EID and County as follows:

1. County and EID have agreed to the abandonment, relocation, and installation of EID facilities that are in conflict with the Silva Valley Parkway Interchange project (County Project No. 71328) that are in public right of way and not within an EID easement (with the exception of one ARV and one blow off valve) and as further described herein (hereinafter cumulatively referred to as the “EID Relocation Work”).

Except as provided in Section A-2, Section B-8 and Sections C-1 and D-2 hereinafter, County and EID agree that EID shall be responsible for 100% of the actual costs associated with the EID Relocation Work affected by County’s construction project, as expressly identified under the heading “EID RESPONSIBILITY” in Exhibit B marked “COST ESTIMATE FOR EID RELOCATIONS – COUNTY AND EID RESPONSIBILITIES,” incorporated herein and made by reference a part hereof.

- a) The EID cost for items EID is responsible for is estimated to be approximately \$254,000 including a 10% contingency, as shown on Exhibit B herein.

2. County and EID have agreed to the abandonment, removal, and installation of EID facilities that are in conflict with the Silva Valley Parkway Interchange project (County Project No. 71328) that are not in public right of way, are within an EID easement, and as further described herein (hereinafter cumulatively referred to as the “County Relocation Work”).

Except as provided in Section A-1, and Sections C-1 and D-2 hereinafter, where EID has prior rights, County and EID agree that County shall be responsible for 100% of the actual costs [less depreciated value of existing 12” recycled water line as shown on Exhibit “B” per Exhibit “D” S&H Code Section 705 – allowable credits – Section

(13.04.05.06) ” incorporated herein and made by reference a part hereof] associated relocation of the 12” recycled water line affected by County’s construction project, and the relocation of one water ARV and one blow off valve that is located in the public right of way including the costs of Right of Way Engineering, Appraisal, and Acquisition, as expressly identified in Exhibit B marked “COST ESTIMATE FOR EID RELOCATIONS – COUNTY AND EID RESPONSIBILITIES,” incorporated herein and made by reference a part hereof.

- a) County cost for items that County is responsible for is estimated to be approximately \$230,000 including a 10% contingency, as shown under the heading “COUNTY RESPONSIBILITY” in Exhibit B herein.
3. As the construction work progresses, County shall submit invoices to EID, no more frequently than monthly, with supporting documentation indicating the percentage of the work completed since the previous submittal and the amount of costs then due and owing. The invoices submitted by County to EID will include an accounting of any amount retained by County from the contractor. EID will not be liable for payment of any retention amount shown on the invoices until County pays retention either to the contractor or subcontractor(s) or into an escrow account as provided under the Public Contract Code, whichever occurs first. EID shall make payment of the amount indicated on the invoice within thirty (30) calendar days of receiving each invoice, unless an invoice is challenged in accordance with subsection (3) herein below, in which case EID shall make payment of that portion of the invoice which is not in dispute within thirty (30) calendar days of receiving the invoice.
4. In the event that EID challenges any portion of, or any line item shown on, the invoice from County, then EID shall notify County of such challenge, the basis therefore, and provide adequate justification for the challenge, within ten (10) calendar days of receiving said invoice. If the payment of, or adjustment to, any amount challenged by EID cannot be resolved by the parties within thirty (30) calendar days of notification to County of the challenged amount, then both parties mutually agree to resolve the dispute in accordance with the dispute resolution provisions set forth in County’s construction contract.
5. The final invoice sent by County to EID shall include and clearly indicate any adjustments made throughout the Project, including the total amount of retention due from all previous invoices, and indicate the final payment required. County shall submit the final invoice no later than sixty (60) calendar days after final payment to County’s contractor has been made. EID shall pay the final invoice within thirty (30) calendar days of receipt of invoice, subject to the provisions of Section B-3 of this Agreement regarding submittal by County to EID of as-built drawings.
6. The contractor shall provide County with monthly updates per Caltrans specifications for Progress Schedule General (Critical Path Method). County will supply EID with a copy of these monthly updated schedules.

## B. WORK TO BE DONE

1. In order for County to include the EID Relocation Work in County’s bid package, design drawings and specifications must be developed for the work. County shall provide design drawings, specifications and estimates to EID for review, and County will

incorporate the EID approved drawings and specifications into County's contract documents. The consultant used by County for the design of the Project will perform the design for the EID facilities. Except as provided in Section B-6 below, EID is solely responsible for its installed facilities after construction and its acceptance of the facilities. Three copies of the construction bid package/contract prepared by County will be provided to EID. County bid plans and specifications that incorporate EID's various utility designs, prepared by County, shall be reviewed and approved by EID prior to advertising for bids. EID shall be solely responsible for content accuracy, adequacy, and clarity of the bid plans and specifications pertaining to EID installation work. EID shall have fifteen (15) working days to review and approve the bid plans and specifications. In addition to content accuracy, adequacy, and clarity, EID review shall include the following scope:

- a) Conformance of the EID Relocation Work design with EID, and applicable Caltrans standards, standard drawings and standard specifications; and conformance with El Dorado County Department of Transportation standards and with the plans, details, and specifications for the Project entitled US Highway 50 / Silva Valley Parkway Interchange, Project 71328.
- b) Ability of relocation design to meet the same performance standards as the existing EID facilities.

EID's authorized representative may review the lowest responsible, responsive bidder's documents and may provide recommendations, if any, to County within seventy-two (72) hours of bid opening. Notwithstanding that review, County shall have sole authority to reject any or all construction bids, resolve any bid protests, and/or to award the construction contract for the entire work.

2. EID shall provide one or more inspectors for all work involving, pertaining to, or affecting EID facilities to verify construction is completed in accordance with EID standards and applicable EID standard drawings and technical specifications. The County shall reimburse EID for the inspection of utilities identified in Section A-2. The hourly cost of EID inspectors shall be the current EID charges for inspection on developer projects.
3. County shall provide EID with a set of as-built drawings. At the conclusion of the final cost accounting, EID shall retain no more than five percent (5%) of the EID reimbursable portion of the total cost associated with EID facilities until as-built drawings are provided and approved by EID.
4. County shall be solely responsible for all items of contract administration for County's Project, such as surveying and contractor correspondence, except as specified in Sections A-1, B-2, B-8 and D-2 herein. All submittals related to EID's facilities shall be provided by County to EID for review and approval. EID shall provide comments on the submittals within 14 calendar days of receipt. The County's design consultant shall also review and approve all EID related submittals.

5. All EID relocation Work, inclusive of all extra work and additional work as set forth in Section B-8 herein, performed shall be in conformance with all applicable Caltrans, El Dorado County Department of Transportation, and EID standards and with the plans, details, and specifications for the Project entitled Silva Valley Interchange, Project 71328.
6. County's contractor shall provide written guarantee of all of its work for one (1) year from acceptance by County. The guarantee shall inure to both County's and EID's benefit.
7. County shall provide in the Project bid specifications for the Project that the selected contractor shall add EID, and its officials, employees, agents, and representatives as an additional insured on contractor's general liability insurance policy for the US Highway 50 / Silva Valley Parkway Interchange, Project 71328.
8. It is understood that time is of the essence and that County would be harmed by delays to the Project. In order to avoid delays, County and EID agree that County must maintain administrative control of the Project. To protect County from unnecessary Project delays arising from the EID Relocation Work, County and EID agree that changes to the EID Relocation Work on the Project will be handled in the following manner:
  - a. **Extra Work Required:** As used in this section, "extra work" means work that is not foreseen at the time the Project is bid, and is not anticipated in the bid documents, but must necessarily be performed in order to address conflicts, changed or differing conditions, or otherwise necessary in order to complete the Project. The expense of any increased costs or the credit for any reduced costs resulting from any and all extra work required shall be apportioned in accordance with Sections a-i and a-ii, herein below. EID, at its sole expense, will be responsible for designing and inspecting all facets of any extra work on, related to, or caused by EID relocation work.

In the event that a contract change order ("CCO") is required, County will notify EID on the next working day from notification from County's contractor, and within five (5) working days will prepare a CCO. If the CCO impacts construction items of work on the contractor's critical path schedule, EID will then have five (5) working days to review, approve, and return the CCO to County or return it to County for modification. If the CCO does not impact the critical path schedule, EID will have ten (10) working days to review, approve, and return the CCO to County or return it to County for modification. County will notify EID at the time County submits a proposed CCO to EID whether the CCO impacts the critical path schedule or not. If EID fails to return the submitted CCO to County as approved within the time periods set forth herein, then County will take one of the following actions:

- i. The CCO will be executed by County per the terms, conditions, and price shown on the CCO that had been submitted to EID. EID will be required to reimburse County, in accordance with Section A-1, Liability For Work, for the cost of the CCO.
- ii. County will direct the contractor to perform the work on a force account basis in accordance with Caltrans Standard Specification 9-1.03. For extra work performed at force account, EID shall be



responsible for inspecting the extra work and tracking the time that the contractor's forces spend pursuing the extra work. On each day that extra work is performed at force account, an EID inspector will prepare and sign a work report that details the labor, equipment, and materials that were used during that day's force account work. Said reports shall be given to County's Resident Engineer for payment processing. EID will be required to reimburse County, in accordance with Section A-1, Liability For Work, for the cost of the force account work.

- iii. County will direct the contractor to stop work on the contract only to the extent reasonably deemed necessary by County. EID will then be responsible for justified costs associated with Project delay arising from the EID work. Such delay costs include but are not limited to right of way delays, extended contractor overhead, additional water pollution control costs due to the Project extending into winter, and equipment rental. EID will be required to reimburse County, in accordance with Section A-1, Liability For Work, for all said delay costs.

When County submits a CCO to EID for EID's review and approval, the CCO will clearly state which of the actions listed above that County intends to take should EID fail to return the CCO to County within the time specified above. In the event that the CCO exceeds One Hundred Thousand dollars (\$100,000), County shall only execute actions ii, or iii above.

It is agreed that all increases or decreases in justified costs associated with CCOs related to EID Relocation Work may include but are not limited to direct construction costs, extended contractor overhead, additional water pollution control costs due to CCOs extending the Project into winter, dust control, and equipment rental.

- b. **Additional Work:** As used in this section, "additional work" means work that is not foreseen at the time the Project is bid, and is not necessary work for the Project but may be desirable for the benefit of the EID facilities. Any and all additional work requested by EID shall be at EID's sole expense. EID, at its sole expense, will be further responsible for designing and inspecting all facets of any additional work requested by EID. In the event that EID desires additional work to be performed by County's contractor, EID shall address its request to County. If a price for additional work can be directly negotiated between EID and County's contractor, then the additional work will be in accordance with a CCO for the negotiated cost. If County's contractor and EID cannot agree to a negotiated price, EID may request that the work be performed on a force account basis in accordance with Caltrans Standard Specification 9-1.03. For additional work performed at force account, EID shall be responsible for inspecting the additional work and tracking the time that the contractor's forces spend pursuing the additional work. On each day that EID work is performed at force account, an EID inspector will prepare and sign a work report that details the labor, equipment, and materials that were used during that day's force account work. Said reports shall be given to County's Resident Engineer for payment processing. Before any additional work may commence, County must write and execute the CCO for EID's additional work, at EID's direct negotiated price or at force account, whichever is applicable. If the CCO impacts construction items of work on the contractor's critical path schedule, then EID will have five (5) calendar days to review, approve, and return the CCO to County. If the CCO does not impact

the critical path schedule, EID will have ten (10) calendar days to review, approve, and return the CCO to County. If EID fails to return the CCO as approved to County within the time periods set forth herein, then County shall have no obligation to compel the contractor to perform the additional work.

It is agreed that all increases or decreases in justified costs associated with CCOs related to additional EID work may include but are not limited to direct construction costs, extended contractor overhead, additional water pollution control costs due to CCOs extending the Project into winter, dust control, and equipment rental.

- c. **EID Forces:** EID may alternatively request of County that EID use its own forces to perform additional work, as that term is defined hereinabove. The determination of whether to allow the additional work to be done by EID forces shall be within County's sole discretion. In the event County determines to allow EID to perform the additional work, EID shall comply with all conditions of County's standard encroachment permit, inclusive of indemnity and insurance, and shall provide proof of insurance meeting those requirements in advance of the commencement of the work. All additional work performed by EID shall comply with the requirements of this Agreement, with the Project construction schedule and be coordinated with County's contractor work. Any and all of County's contractor justified extra work, claims or delay costs arising from or caused by EID's force work shall be EID's sole responsibility. County and EID will determine in advance of County's approval whether any Project cost savings arise from EID's proposed force work and will mutually agree to whom said cost savings, if any, shall be credited. If the parties cannot reach agreement, County may decline to allow the EID force work.

#### C. DUTY OF COOPERATION, DEFENSE AND INDEMNITY OF CONTRACTUAL CLAIMS

1. County has agreed to include the EID Relocation Work within its Project on condition that EID remain solely responsible for the design, operation, inspection, relocation and maintenance of its facilities, and solely responsible for all actual costs associated therewith, and so long as the performance of the EID Relocation Work does not result in any delays to County's Project. Accordingly, EID shall fully cooperate with County in the timely response to all inquiries, notices, and contractual claims asserted by County's contractors and subcontractors as they pertain to the EID Relocation Work. Further, EID shall fully cooperate and assist County in the resolution and/or settlement of all claims from County's contractor and subcontractors as it relates to the EID Relocation Work. EID shall reimburse County for any amounts paid by County to County's contractor as a result of the settlement or resolution of said claims in accordance with the parties' respective rights and responsibilities under this Agreement.
2. As between EID and County, EID shall bear the sole and exclusive responsibility for any and all errors and omissions, costs associated with delays, claims, penalties, fines, damages, and liabilities of whatever kind or nature arising from the construction of the EID Relocation Work, whether to County's contractor or utility performing work in the Project area. Therefore, to the fullest extent allowed by law, EID shall hold harmless, defend at its own expense, and indemnify County and the officers, agents, employees and volunteers of County from any and all fines, penalties, liability, claims, losses, delays, damages or expenses, including reasonable attorney's fees, and economic or consequential losses, which are claimed to or in any way arise out of or are connected with the construction of EID Relocation Work, inclusive of the design, plans and

specifications, excepting only the sole or active negligence, or willful misconduct, of County. Notwithstanding the above, in the event it is ultimately determined that the claim or liability is the result of the joint negligence of County and EID, EID'S obligation to indemnify County shall be reduced to the extent of County's negligence. However, EID's obligation to defend and indemnify County, except for County's sole and active negligence, shall apply in the first instance and until a determination of respective negligence is made. A determination made of respective liability between the two parties may be made either by agreement between County and EID, or by a court of competent jurisdiction and County shall make any reimbursements required as a result of that determination. Each party shall notify the other party immediately in writing of any anticipated claim or damage related to activities performed under this Agreement. The parties shall cooperate with each other in the investigation and disposition of any claim arising out of the activities under this Agreement, providing that nothing shall require either party to disclose any documents, records or communications that are protected under the attorney-client privilege.

**D. GENERAL PROVISIONS.**

1. County shall disclose to its contractor for the Project the horizontal and vertical locations of EID facilities as provided by EID to County. County's construction contract for the Project shall require the contractor to indemnify and save harmless and defend, including attorneys fees and expenses, EID, its officials, agents, employees, and representatives from and against any and all claims, liability, losses, and/or causes of action which arise or are claimed to arise from the negligence or willful misconduct of the contractor, its subcontractor(s), or the agents, servants or employees of any of them.
2. EID shall reimburse County for EID's portion of Design, Flagging Traffic, Traffic Control Systems, Water and Dust Pollution Control Measures and County Construction Management Costs (which include Soils Testing and Surveying), for the design and placement of EID's facilities by County's engineer and contractor as outlined in this Agreement. All the above listed costs will be calculated at a total of twenty-five percent (25%) of EID's direct construction contract costs related to those facilities EID is responsible for as detailed in Exhibit B.

Listed below is a percentage breakdown of EID's cost responsibilities:

Design .....	10%
Flagging Traffic.....	2%
Traffic Control Systems .....	2%
Water and Dust Pollution .....	1%
<u>Construction Management.....</u>	<u>10%</u>
	<b>25% Total</b>

See Exhibit B for EID's cost percentage and estimated costs for the above items.

EID shall reimburse County for EID's portion of Mobilization, for the placement of EID's facilities by County's contractor as outlined in this Agreement, for which total cost will be calculated as the actual percentage of the Mobilization bid line item of the total direct construction cost.

EID shall reimburse County for County Construction Management costs for any extra or additional work as defined in Section B-8 above, at a rate of eight percent (8%) of the direct construction cost of the extra or additional work. Any additional flagging, traffic control, water and dust pollution control measures or mobilization required by the extra or additional work shall be included in the direct construction contract cost of the CCO and no additional reimbursement will be added thereto.

3. County shall maintain all books, documents, papers, accounting records, and other evidence pertaining to direct construction costs incurred by County related to those facilities detailed in Exhibit A, and shall make such materials available for inspection at County's offices at reasonable times during this Agreement, the Project construction contract period, and for three (3) years from the date of final payment. In order to provide complete information for an audit, the Project billings must show separate detailed and itemized line items of work performed by County's contractor.
4. All notices to be given by the parties hereto shall be in writing and served by depositing same in the United States Post Office, postage prepaid and return receipt requested. Notices to County shall be in duplicate and addressed as follows:

To County:

County of El Dorado  
Department of Transportation  
2850 Fairlane Court  
Placerville, CA 95667  
Attn.: Matthew Smeltzer,  
Deputy Director, Engineering  
Engineering Division

With a Copy to:

County of El Dorado  
Department of Transportation  
2850 Fairlane Court  
Placerville, CA 95667  
Attn.: Janel Gifford,  
Office Engineer /  
Contract Services Unit

or to such other location as County directs in writing.

Notices to EID shall be in duplicate and shall be addressed as follows:

To EID:

El Dorado Irrigation District  
2890 Mosquito Road  
Placerville, CA 95667  
Attn.: Brian Mueller,  
Director of Engineering

With a Copy to:

El Dorado Irrigation District  
2890 Mosquito Road  
Placerville, CA 95667  
Attn.: Elizabeth Wells,  
Engineering Manager

or to such other location as EID directs in writing.

5. County Officer or employee with responsibility for administering this Agreement is Matthew D. Smeltzer, Deputy Director Engineering, Engineering Division, Department of Transportation, or successor.
6. The EID Officer or employee with responsibility for administering this Agreement is Elizabeth Wells, Engineering Manager, El Dorado Irrigation District, or successor.

7. The parties to this Agreement represent that the undersigned individuals executing this Agreement on their respective behalf are fully authorized to do so by law or other appropriate instrument and to bind upon said parties to the obligations set forth herein.
8. This Agreement and the attached Exhibits contain all of the terms of agreement between County and EID. All modifications or amendments to this Agreement must be in writing and signed by both parties.
9. Any dispute resolution action arising out of this Agreement, including, but not limited to, litigation, mediation, or arbitration, shall be brought in El Dorado County, California, and shall be resolved in accordance with the laws of the State of California.
10. If any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will continue in full force and effect without being impaired or invalidated in any way.
11. The waiver by either party of any requirements, condition or provision of this Agreement shall not be deemed a waiver of any subsequent breach of that or any other requirement, condition or provision of this Agreement.
12. County and EID understand and agree that this Agreement creates rights and obligations solely between County and EID and is not intended to benefit any other party. No provision of this Agreement shall in any way inure to the benefit of any third-person so as to constitute any such third-person as a third-party beneficiary of this Agreement or any of its items or conditions, or otherwise give rise to any cause of action in any person not a party hereto.
13. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.
14. County and EID agree that the following approvals, permits and authorizations per the contract documents will be obtained by County and/or County's contractor prior to the commencement of the Project: the SWPPP, County encroachment permit, all discharge permits, trenching and shoring, grading permits and Dust Control Plan and Asbestos Mitigation Plan. Any other permits, approvals, and authorizations necessary for the commencement of construction of the EID Relocation Work shall be the responsibility of EID. After the issuance of the notice to proceed and commencement of work, if there are any necessary additional permits, approvals and authorizations that arise from or are related to the EID Relocation Work, EID shall be responsible for obtaining said permits, approvals and authorizations in a timely fashion so as not to delay the work. If EID is unable to obtain said permit, approval, or authorization, or to do so will result in a delay in either the EID Installation Work or County's Project as a whole, then either (i) County may issue a CCO deleting the EID work in its entirety if it has not yet commenced, or (ii) if work has commenced on the EID work, EID shall be responsible for all costs and claims associated with the delay, inclusive of delay claims or extra work claims resulting to County's Project as a result of the delay.

**Contract Administrator Concurrence:**

By: \_\_\_\_\_  
Matthew D. Smeltzer, P.E.  
Deputy Director, Engineering  
Engineering Division  
Department of Transportation

Dated: \_\_\_\_\_

**Requesting Department Concurrence:**

By: \_\_\_\_\_  
Kimberly A. Kerr, P.E.  
Interim Director of Transportation

Dated: \_\_\_\_\_

**Reviewed & Approved:**

By: \_\_\_\_\_  
EID General Counsel's Office

Dated: \_\_\_\_\_

**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: \_\_\_\_\_  
John R. Knight  
Chair - Board of Supervisors  
"County"

Dated: \_\_\_\_\_

Attest:  
Terri Daly  
Acting Clerk of the Board of Supervisors

By: \_\_\_\_\_  
Deputy Clerk

Dated: \_\_\_\_\_

**-- EL DORADO IRRIGATION DISTRICT --**

By: \_\_\_\_\_  
Jim Abercrombie  
General Manager  
"EID"

Dated: \_\_\_\_\_

**Attachments**

- A. Exhibit A – El Dorado Irrigation District (EID) Conflict Work
- B. Exhibit B – Cost Estimate for EID Relocations – County and EID Responsibilities
- C. Exhibit C – Cost Estimate Summary
- D. Exhibit D – S&H Code Section 705 – allowable credits – Section (13.04.05.06)