

## UTILITY RELOCATION AGREEMENT

This Agreement is entered into between the COUNTY OF EL DORADO, a political subdivision of the State of California ("COUNTY") and El Dorado Irrigation District, an irrigation district organized and existing under the laws of the State of California ("EID").

### RECITALS

- A. COUNTY is constructing the Old Depot Bike Park Project located at 40 Old Depot Road, Placerville, California ("Project").
- B. EID owns and maintains water lines and associated appurtenances within the limits of the Project, as shown on the plan sheets attached hereto as Exhibit A ("Plans") and incorporated herein by reference ("Water Facilities").
- C. COUNTY notified EID that the Project requires relocation of the Water Facilities to accommodate the Project.
- D. COUNTY and EID desire to set forth their respective obligations regarding the relocation and replacement of the Water Facilities in connection with the Project.

**NOW THEREFORE**, it is mutually agreed that:

I. WORK TO BE DONE. COUNTY's contractor shall perform all work associated with relocation of the Water Facilities. This includes: installing approximately 50 linear feet of 2-inch (to be pothole verified by COUNTY Contractor) PVC pipe (including pipe installation, pressure testing, and disinfection) and associated appurtenances, tie-in the new 2-inch pipe to the existing 2-inch pipe, relocate the existing COUNTY meter, and install one new backflow device (the "Work"). All Work to be performed by the County's contractor in compliance with EID Standards (<https://www.eid.org/doing-business-with-eid/design-and-construction-standards>) and to be performed under and to the satisfaction of EID. The EID Standards and Plans shall be included in the County's plans for the Project and be made a part of the plans for the County's Contractor to perform the Work.

Deviation from the EID Standards or Plans initiated by either the COUNTY or EID shall be agreed upon by both parties in writing. No Work shall commence prior to written execution of a document describing said deviation, and such document shall become part of this Agreement and incorporated herein once mutually executed by County and EID. Deviation from the Work described above will require an amendment to this Agreement.

Upon completion of the Work, as determined by the COUNTY in its sole discretion, the parties shall conduct a joint final inspection. After EID has determined in writing that the Work has been completed in its satisfaction, COUNTY will accept the Work as complete for itself and for EID. EID shall not unreasonably withhold or delay its determination of the Work as

satisfactory. If EID does not approve or disapprove the Work within ten (10) business days after the joint final inspection, the Work will be deemed approved by EID.

II. REIMBURSEMENT. County will reimburse EID for its actual costs associated with the Work, including staff time for inspection and project management. A preliminary cost estimate is shown below:

OLD DEPOT BIKE PARK PROJECT PRELIMINARY EL DORADO IRRIGATION DISTRICT COST ESTIMATE					
Item	Descriptions	Quantity	Units	Unit Price	Total
1	El Dorado Irrigation District Facilities Work associated with the project	Included in County's Bid			
2	El Dorado Irrigation District Project Management (Reimbursable to El Dorado irrigation District)	12	Hours	\$ 185	\$ 2,200
3	El Dorado Irrigation District Inspection (Reimbursable to El Dorado Irrigation District)	80	Hours	\$ 138	\$ 11,040
<b>TOTAL:</b>					<b>\$ 13,240</b>

Within thirty (30) calendar days of final completion of the Work described in Section I above, EID shall submit an invoice to County for one lump-sum payment, with supporting documentation indicating the actual amount of costs and expenses incurred. County shall make payment of the amount indicated on the invoice within thirty (30) calendar days of receiving the invoice.

III. PERFORMANCE OF WORK. EID shall have access to all phases of the Work to be performed by COUNTY Contractor, as described in Section I above, for the purpose of inspection to ensure the Work is being performed in accordance with the EID Standards and Plans described above.

IV. OWNERSHIP OF WATER FACILITIES. Upon completion of the Work and approval of the Work by EID, ownership of the newly constructed and/or relocated Water Facilities shall vest in EID and EID shall thereafter own and be responsible for maintaining the new and/or relocated Water Facilities.

V. INDEMNITY. The COUNTY and EID agree to indemnify and hold the other, and its respective governing body, officers, employees, and agents, harmless, to the extent allowed by law, from and against any and all loss, damage, liability, claims, demands, causes of action, or judgments connected in any way or arising out of this Agreement or the Work as provided herein, to the extent arising from the negligence or willful misconduct of the indemnifying party.

VI. GENERAL PROVISIONS

A. Termination. This Agreement may be terminated by (1) COUNTY following seven (7) calendar days' advance written notice to EID of cancellation or modification of the Project that

eliminates the necessity of the Work; or (2) immediately by the mutual written consent of both parties.

B. Notices. All notices under this Agreement shall be in writing and served by first class mail, postage prepaid and return receipt requested. Notices shall be addressed as follows:

COUNTY:

EID: El Dorado Irrigation District  
Attn: Kailee Delongchamp  
2890 Mosquito Road  
Placerville, CA 95667

Or to such addresses as COUNTY and EID may respectively designate by written notice to the other.

C. Entire Agreement. This Agreement contains the entire understanding of the parties concerning the subject matter hereof. Any representation or promise of the parties relating to the subject matter shall not be enforceable unless it is contained in this Agreement or in a subsequent written agreement executed by the parties. This Agreement shall be subject to modification only by a subsequent written agreement executed by both parties.

IN WITNESS WHEREOF, the parties have executed this Agreement on the dates indicated below.

-- COUNTY OF EL DORADO --

By: *Aorie Parker*  
Chair of the Board of Supervisors  
of the County of El Dorado

Date: 10/11/22

-- EL DORADO IRRIGATION DISTRICT --

By: *Brian Mueller*  
Brian Mueller, P.E.  
Engineering Director  
El Dorado Irrigation District

Date: 9/30/22

Reviewed & Approved as to Form on: 9/29/2022  
*Elizabeth Keiper*  
EID, Office of the General Counsel