

**CONSTRUCTION AND FUNDING OF TRANSPORTATION IMPROVEMENT AGREEMENT  
FOR HARVARD WAY AND CLERMONT WAY INTERSECTION IMPROVEMENTS  
BETWEEN THE COUNTY AND EL DORADO UNION HIGH SCHOOL DISTRICT**

*AGMT* # \_\_\_\_\_

**THIS CONSTRUCTION AND FUNDING OF TRANSPORTATION IMPROVEMENT AGREEMENT**, hereinafter called "Agreement" made and entered into by and between the **COUNTY OF EL DORADO**, a political subdivision of the State of California (hereinafter referred to as "County") and **EL DORADO UNION HIGH SCHOOL DISTRICT** a California public school district, duly qualified to conduct business in the State of California, whose owns and operates public school facilities known as Oak Ridge High School, located at 1120 Harvard Way, El Dorado Hills, California 95762 (hereinafter referred to as "District"). This Agreement concerns the certain roadway and traffic control improvements or vehicular and pedestrian circulation in the vicinity of 1120 Harvard Way, El Dorado Hills, California, and ingress to and egress from the property in accordance with the road improvement plans titled **Harvard Way and Clermont Way Intersection Improvements** (hereinafter referred to as "Reimbursable Project"), and cost estimates prepared by County's Project Manager (hereinafter referred to as "Engineer"), of the El Dorado County Department of Transportation (hereinafter referred to as "Department").

**RECITALS**

**WHEREAS**, District is a public school district providing educational services for students in grades from 9 through 12 within its boundaries. The District's facilities and operations are situated within the boundaries of the County;

**WHEREAS**, District owns and operates public school facilities known as Oak Ridge High School, located at 1120 Harvard Way, El Dorado Hills, CA 95762 (the "Property"). The Property is bounded to the north by Harvard Way and to the east by Silva Valley Parkway. A depiction of the Property is set forth in Exhibit "A" hereto;

**WHEREAS**, the Parties desire to cooperate in implementing certain roadway and traffic control improvements to regulate vehicular and pedestrian circulation in the vicinity of the Property and ingress to and egress from the Property;

**WHEREAS**, on November, 8, 2022, the Board of Supervisors added the Project to the County Capital Improvement Program under CIP # 36105080 and authorized expenditures for preliminary planning of the Reimbursable Project;

**WHEREAS**, the Department has prepared Project plans for off-site improvements, which are improvements located within County roadway (hereinafter referred to as "Plans"), and an itemized account of the estimated cost of said improvements with supporting design operations is set forth in Exhibit A, marked "Funding Layout" and "Cost Estimate," attached hereto and incorporated by reference herein (hereinafter referred to as "Exhibit A");

**WHEREAS**, the Engineer has approved Exhibit A;

**WHEREAS**, the County shall provide the District satisfactory security in the form of cash payments for reimbursements of work completed based on actual Project expenditures for agreed upon work items discussed herein;

**WHEREAS**, it is the intent of the parties hereto that the performance of the District's obligations shall be in conformance with the terms and conditions of this Agreement and shall be in conformity with all applicable state and local laws, rules, and regulations.

**NOW, THEREFORE**, the parties hereto in consideration of the recitals, terms, and conditions herein, do hereby agree as follows:

**SECTION 1. DISTRICT WILL**

1. On its behalf by a licensed contractor, cause to be constructed the Reimbursable Project in accordance with the final Plans and Cost Estimate.
2. Perform all construction work in accordance with all applicable state and local rules, regulations, and County policies, including, but not limited to, the California Public Contract Code, the Labor Code (inclusive of prevailing wage), County bidding requirements, and state licensing laws. The improvements described herein are considered public works for purposes of the state prevailing wage laws (California Labor Code § 1720 et seq.) and are public projects within the meaning of the Uniform Public Construction Cost Accounting Act (Public Contract Code § 22000 et seq.). District shall require its Contractor to (1) pay wages according to a scale of prevailing wage rates determined by California law, which scale is on file at Department's principal office and (2) comply with all applicable wage requirements, as set forth in Labor Code Sections 1770 et seq., 1773.2, 1775, 1776, 1810 and 1813. In accordance with the provisions of Labor Code Section 1810, eight (8) hours of labor shall constitute a legal day's work upon all work done hereunder, and District's Contractor and any Subcontractor(s) employed under this Agreement shall also conform to and be bound by the provisions of Labor Code Sections 1810 through 1815. As required under the provisions of Labor Code Section 1776, District shall require its Contractor and any Subcontractor(s), if any are authorized herein, to keep accurate payroll records. A certified copy of all payroll records shall be available for inspection at all reasonable hours at the principal office of District's Contractor or any Subcontractor(s). All Contractors and Subcontractor(s) must furnish electronic certified payroll records directly to the Department of Industrial Relations.
3. Comply fully with all laws, orders, citations, rules, regulations, standards, and statutes with respect to occupational health and safety, the handling and storage of hazardous materials, accident prevention, safety equipment and practices. District shall be solely responsible for providing a safe place to work for its employees and for employees of its subcontractors and suppliers or material and equipment, for adequacy of and required use of all safety equipment, and for full compliance with aforesaid laws, orders, citations, rules, regulations, standards, and statutes.
4. Coordinate any utility relocation needs associated with Reimbursable Project work items and is responsible for on-site improvements and the Plans. County will coordinate and is responsible for new service connections as needed to energize the traffic signal improvements.
5. To permit County personnel to monitor, participate, and perform any additional quality assurance measures as deemed necessary for compliance of the Reimbursable Project with County

standards and practices the Reimbursable Project that District's licensed contractor is performing for District.

6. For each monthly progress payment (minimum of 30 days) and upon completion of the Reimbursable Project, and all work incidental thereto, to furnish County with a detailed statement of construction costs that is acceptable to the County, the basis of which is identified bid items or change order work for the Project subject to payment from County.
7. To cause to be prepared a Traffic Control Plan that meets County Standards prepared by a Registered Civil Engineer and submitted to the Department for review and approval before the start of work on the Project. The Traffic Control Plan shall address access to adjacent properties and the safe and convenient passage of public traffic through the work area (if applicable). Road closures will not be permitted without County approval. Road closures lasting up to sixty (60) calendar days may be authorized by the Director of Transportation per Resolution 060-2023; closures lasting more than sixty (60) calendar days require Board of Supervisors approval. The Traffic Control Plan shall include proposed flagging, signage, protective barriers and limits on excavation within four (4) feet of travel ways open to traffic. The Traffic Control Plan shall also include any proposed staging of the improvements.
8. To the extent that the guarantees or bonds required by District's contracts for the Project that pertain to Reimbursable Project, District agrees to enforce its rights thereunder in order to protect County's interests in the transportation facilities.
9. After completion of the Reimbursable Project, District agrees to enforce any contractor or product manufacturer warranties or guarantees for the Reimbursable Project.
10. To indemnify, defend and hold harmless County, its elected officials, officers, employees and agents from and against all liability, claims, demands, costs, charges and expenses (including, without limitation, attorney's and expert witness fees and other expenses of litigation) and causes of action of whatsoever character on account of loss or damage to the County's transportation improvements that are constructed pursuant to this Agreement and as part of the Project and loss of use thereof, or for bodily injury to or death of any persons (including, without limitation, property, employees, subcontractors, agents, and invitees of each party hereto) arising out of or in any way connected with the Project, and arising from any cause whatsoever. The exception to this indemnity is liability, claims, suits, damages, or expenses that are proximately caused by, and in direct proportion to, the active negligence or willful acts of County, its elected officials, officers, employees, and agents; any claims, suits, damages, or expenses that are proximately caused by or related to the reasonableness of the design of the Reimbursable Project; or as expressly prescribed by statute.

## **SECTION 2.        COUNTY WILL:**

1. To reimburse District in a timely manner (not later than 45 days after receipt) for eligible direct construction costs associated with the Project items, as detailed in the Cost Estimate, and in accordance with the final construction contract work items, actual costs, and any change orders applicable to these items of work. For purposes of this Agreement, reimbursable costs are limited to direct construction costs and do not include non-construction or soft costs.
2. To review each detailed statement of construction costs from District and authorize payment to District within 45 days of acceptance of each detailed statement of construction costs of District Work by contractor and payment to contractor by District.

3. To provide inspection and construction field management of work performed as part of the Reimbursable Project. An authorized representative of County will perform construction inspection and material testing in accordance with the State of California, Department of Transportation, Standard Specifications for all design performed by County. All testing shall be accomplished to the reasonable satisfaction of County.
4. To perform, at no cost to District, any additional quality assurance measures as County deems necessary, beyond that which is currently scheduled for and identified in the Reimbursable Project plans and specifications.
5. Have an engineer prepare Record Drawings describing the finished work within County right of way.
6. Upon completion of the Reimbursable Project and upon receipt by County's Board of Supervisors of a certification from the Department that all work has been completed and that the conditions of this Agreement have been fulfilled, the Board of Supervisors will accept the Reimbursable Project improvements. Upon acceptance of the Reimbursable Project as complete, County will become the sole owner of the facilities and District has no responsibility to maintain or repair the Reimbursable Project.
7. To defend, indemnify, and hold District and its officers, agents, employees and representatives harmless against and from any and all claims, suits, losses, damages, and liability for damages of every name, kind, and description, including attorneys' fees and costs incurred, brought for, or on account of, injuries to, or death of, any person, including but not limited to workers, District employees, and the public, or damage to property, or any economic or consequential losses, which are claimed to, or in any way arise out of, or are connected with County's services, operations or performance hereunder, regardless of the existence or degree of fault or negligence on the part of District, subcontractor(s) and employee(s) of any of these, except for the sole, or active negligence of District, its officers, agents, employees and representatives, or as expressly provided by statute. This duty of County to indemnify and save District harmless includes the duties to defend set forth in California Civil Code Section 2778.

### **SECTION 3.        MUTUALLY AGREED**

1. County may review the lowest responsible, responsive bidder's documents and may provide recommendations, if any, to District within five business days of bid opening. Notwithstanding that review, District shall have sole authority to reject any or all construction bids, resolve any bid protests, or to award the construction contract for the Reimbursable Project.
2. If the Reimbursable Project is canceled or modified, District will notify County in writing and either party may then terminate this Agreement.
3. That the parties will be relieved of their respective duties and obligations hereunder if performance of this Agreement is prevented by the elements, natural disaster or acts of God, or if they are ordered or enjoined from performing hereunder by any court or regulatory agency having jurisdiction. Either party may discontinue performance of its duties and obligations hereunder if, after notice from the non-breaching party that the other party has breached any term or condition of this Agreement, and the breaching party has not commenced to timely cure the breach.
4. That it is understood that time is of the essence and that District would be harmed by delays to a project. In order to avoid delays, County and District agree that coordination between the parties will be maintained throughout the duration of the Reimbursable Project. To protect District from

unnecessary project delays arising from County work, County and District agree that changes to Reimbursable Project will be handled in the following manner:

- a. **Extra Work Required:** For purposes of this Agreement, “extra work” means work that is not foreseen at the time the Reimbursable Project is bid, and is not anticipated in the bid documents, but must necessarily be performed to address conflicts, changed or differing conditions, or otherwise necessary in order to complete the project. County will be responsible for designing and inspecting all facets of any extra work on, related to, or caused by County’s facilities.

If a contract change order (CCO) is required, District will notify County within 48 hours from notification from District’s contractor, and within five (5) calendar days will prepare a CCO. County will then have five (5) calendar days to review, approve, and return the CCO to District or return it to District for modification. If County fails to return the submitted CCO to District as approved herein within five (5) calendar days, then District will take one of the following actions:

- i. The CCO will be executed by District per the terms, conditions, and price shown on the CCO that had been submitted to County. County will be required to reimburse District for County’s share of the cost of the CCO.
- ii. District will direct the contractor to perform the work on a time and material basis (as required by the contract with contractor). For extra work to County facilities, County 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 to County facilities is performed on force account, a County 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. County shall provide those reports to District Resident Engineer for payment processing. County will be required to reimburse District for its share of the cost of the force account work.
- iii. District will direct the contractor to stop work on the contract only to the extent reasonably deemed necessary by District. County will then be responsible for reasonable delay costs associated with Project delay arising from County extra work. For purposes of this Agreement, “delay costs” means any costs that the Contractor incurs as a result of additional working days or other delay due to the extra work, including, but not limited to, right of way delays, extended Contractor overhead, additional water pollution control costs due to a project extending into winter, or equipment rental. County will be required to reimburse District, for all said delay costs arising from County work.

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

- b. **Additional Work:** For purposes of this Agreement, “additional work” means work that is not foreseen at the time a project is bid, and is not extra work but may be desirable for the benefit of County facilities. Any and all additional work requested by County shall be

at County's sole expense. County, at its sole expense, will be further responsible for designing and inspecting all facets of any additional work requested by County. In the event that County desires additional work to be performed by District's contractor, County shall address its request to District.

If a price for additional work can be directly negotiated between County and District's contractor, then the additional work may be incorporated into the contract via a CCO for the negotiated cost per section (i) above. If District's contractor and County cannot agree to a negotiated price, County may request that the work be performed on a force account basis as listed in section (ii) above.

It is agreed that all increases or decreases in justified costs associated with CCOs related to additional County 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, or equipment rental. County will then be responsible for reasonable delay costs associated with Reimbursable Project delay arising from County additional work.

#### **SECTION 4. COMPLIANCE WITH CEQA**

The Parties acknowledge that the Project may be subject to the requirements of the California Environmental Quality Act ("CEQA," Public Resources Code section 21000 et seq.). The Parties agree that the District shall serve as lead agency for purposes of CEQA compliance pursuant to Public Resources Code section 21165 and CEQA Guidelines sections 15051(d) and 15367. The Parties further agree that compliance with CEQA shall be a pre-condition to construction of the Project.

#### **SECTION 5. PROJECT TIMELINE**

District shall cause the commencement of items of work after County approves the Construction Plans and Specifications for the Project and shall complete the Project no later than February 1, 2025, subject to extensions for delays not within the control of the District. Construction activities shall be between 7:00 a.m. and 7:00 p.m. Mondays through Fridays; and 8:00 a.m. and 5:00 p.m. on weekends and federally recognized holidays. Night work may be allowed within the County Right of Way with prior written approval from the Department.

#### **SECTION 6. WARRANTY**

District will ensure the contractor warrants against defect the materials and workmanship utilized on this Project for a period of one (1) year from the date of County's acceptance of the Project and shall include provisions that the contractor make such replacements and repairs during such one (1) year period, at its sole cost and expense, as County determines in its sole discretion are necessary.

#### **SECTION 7. RECORDS EXAMINATION AND AUDIT REQUIREMENTS**

District shall require that its Contractor and its Subcontractor(s), if any are authorized hereunder, maintain all books, documents, papers, accounting records, and other evidence pertaining to the performance of the Agreement, including but not limited to, the costs of administering the various

aspects of the Agreement. In accordance with Government Code Section 8546.7, all of the above-referenced parties shall make such materials available at their respective offices at all reasonable times during the contract period and for four (4) years from the date that final payment and all other pending matters are closed. Representatives of County, the State Auditor, and any duly authorized representative of other government agencies shall have access to any books, documents, papers and records that are pertinent to the Agreement for audit, examination, excerpts, and transactions and copies thereof shall be furnished upon request.

## **SECTION 8. ATTORNEY FEES**

In the event that there is any controversy, complaint, cause of action, or claim arising out of or relating to this Agreement, or to the interpretation, breach or enforcement thereof, and any action or proceeding is commenced to enforce the provisions of this Agreement or in enforcing or defending the security obligations provided herein, each party shall be responsible for their own attorney's fees, including reasonable County Counsel fees, and costs if so incurred, costs and expenses.

## **SECTION 9. INSURANCE**

### **GENERAL INSURANCE REQUIREMENTS:**

District shall provide proof of a policy of insurance satisfactory to the El Dorado County Risk Management Division and documentation evidencing that District maintains insurance that meets the following requirements. In lieu of this requirement, District may have its Contractor provide proof of a policy of insurance (or self-insured insurance equivalent) satisfactory to the County's Risk Management Division and documentation evidencing that Contractor maintains said insurance so long as Contractor's insurance meets these same requirements and standards, and subject to Contractor assuming the same obligations as District as follows:

1. Full Workers' Compensation and Employers' Liability Insurance covering all employees performing work under this Agreement as required by law in the State of California.
2. Commercial General Liability (CGL) Insurance of not less than One Million Dollars (\$1,000,000) combined single limit per occurrence for bodily injury and property damage, including but not limited to endorsements for the following coverages: premises, personal injury, operations, products and completed operations, blanket contractual, and independent contractors liability and a Two Million Dollar (\$2,000,000) aggregate limit. This insurance can consist of a minimum of One Million Dollars (\$1,000,000) primary layer of CGL and the balance as an excess/umbrella layer, but only if County is provided with written confirmation that the excess/umbrella layer "follows the form" of the CGL policy.
3. Automobile Liability Insurance of not less than One Million Dollars (\$1,000,000) is required in the event motor vehicles are used by District or its contractors or agents in performance of the Agreement.
4. In the event District or its contractors or agent(s) are licensed professionals and are performing professional services under this contract, Professional Liability Insurance is required, with a limit of liability of not less than One Million Dollars (\$1,000,000).

5. Explosion, Collapse, and Underground (XCU) coverage is required when the scope of work includes XCU exposure.

#### **PROOF OF INSURANCE REQUIREMENTS:**

1. District shall furnish proof of coverage satisfactory to County's Risk Management Division as evidence that the insurance required herein is being maintained. The insurance will be issued by an insurance company acceptable to the Risk Management Division or be provided through partial or total self-insurance likewise acceptable to the Risk Management Division.
2. The County of El Dorado, its officers, officials, employees, and volunteers shall be included as additional insured, but only insofar as the operations under this Agreement inclusive of the obligation to design and construct the Project are concerned. This provision shall apply to all general and excess liability insurance policies. District shall provide proof that County, its employees, agents, and volunteers, as additional insured on its insurance policies, is named additional insured by providing the Risk Management Division with an ISO form CG 2010 1185, or its equivalent.
3. In the event District cannot provide an occurrence policy, District shall provide insurance covering claims made as a result of performance of this Agreement for not less than three (3) years following completion of performance of this Agreement.
4. Any deductibles or self-insured retentions must be declared to and approved by County. At the option of County, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the County, its officers, officials, employees, and volunteers; or District shall procure a bond guaranteeing payment of losses and related investigations, claim administration, and defense expenses.

#### **INSURANCE NOTIFICATION REQUIREMENTS:**

1. The insurance required herein shall provide that no cancellation or material change in any policy shall become effective except upon thirty (30) days prior written notice to County at the office of the Department of Transportation, 2850 Fairlane Court, Placerville, CA 95667.
2. District agrees that the insurance required herein shall be in effect at all times during the term of this Agreement. In the event said insurance coverage expires at any time or times during the term of this Agreement, District shall immediately provide a new certificate of insurance as evidence of the required insurance coverage. In the event District fails to keep in effect at all times insurance coverage as herein provided, County may, in addition to any other remedies it may have, terminate this Agreement upon the occurrence of such event. New certificates of insurance are subject to the approval of the Risk Management Division, and District agrees that no work or services shall be performed prior to the giving of such approval.



**ADDITIONAL STANDARDS:**

Certificates shall meet such additional standards as may be determined by the Department, either independently or in consultation with the Risk Management Division, as essential for protection of County.

**COMMENCEMENT OF PERFORMANCE:**

District shall not commence performance of this Agreement unless and until compliance with each and every requirement of the insurance provisions is achieved.

**MATERIAL BREACH:**

Failure of District to maintain the insurance required herein, or to comply with any of the requirements of the insurance provisions, shall constitute a material breach of the entire Agreement.

**REPORTING PROVISIONS:**

Any failure to comply with the reporting provisions of the policies shall not affect coverage provided to County, its officers, officials, employees, or volunteers.

**PRIMARY COVERAGE:**

District's insurance coverage shall be primary insurance as respects the County, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the County, its officers, officials, employees, or volunteers shall be excess of District's insurance and shall not contribute with it.

**PREMIUM PAYMENTS:**

The insurance companies shall have no recourse against the County of El Dorado, its officers, agents, employees, or any of them for payment of any premiums or assessments under any policy issued by any insurance company.

**DISTRICT'S OBLIGATIONS:**

District's indemnity and other obligations shall not be limited by the insurance required herein and shall survive the expiration of this Agreement.

**SECTION 10.        RESPONSIBILITY OF ENGINEER**

District shall employ and make available to County an individual or firm acceptable by the Engineer to provide responses to contractor and construction inspector requests for information, and to provide requisite design revisions as requested by Engineer before, during, and close out of construction, and through the one-year warranty period of the Project. Engineer shall be notified by District one (1) month in advance of terminating the services of the individual or firm accepted by Engineer and shall employ a comparable replacement individual or firm acceptable by Engineer simultaneously to the termination notice date. The individual or firm so employed shall act as District's representative to ensure full compliance with the terms and conditions set forth in the plans, specifications, all permits, and any other agreements, notices, or directives related to the Project. Engineer shall have full access to the individual or firm to ensure that the Project is being constructed in accordance with the approved plans and County specifications. The cost associated with County's utilization of the individual or firm shall be a Project cost for which District is responsible.

**SECTION 11.        DEFAULT, TIME TO CURE, AND REMEDY**

District's failure to perform any obligation at the time specified in this Agreement will constitute a default and County will give written notice of said default ("Notice") in accordance with the notice provisions of this Agreement. Notice shall specify the alleged default and the applicable Agreement provision District shall cure the default within ten (10) days ("Time to Cure") from the date of the Notice. In the event that the District fails to cure the default within the Time to Cure, District shall be deemed to be in breach of this Agreement.

**SECTION 12.        PUBLIC AND PRIVATE UTILITIES**

District shall investigate and determine if existing public and private utilities conflict with the construction of the Project. District shall make all necessary arrangements with the owners of such utilities for their protection, relocation, or removal. District shall pay all costs of protection, relocation, or removal of utilities. In the event that the utility companies do not recognize this Project as a County project for which the utility companies bear one hundred percent (100%) of the cost of relocation, then, as between County and District, District shall pay all costs of protection, relocation, or removal of utilities. Notwithstanding the aforementioned, nothing in this provision shall be construed to prevent District from making a claim to the owner of said utilities for reimbursement for relocation costs.

**SECTION 13.        CONTRACT ADMINISTRATOR**

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

**SECTION 14.        TERMINATION**

The parties agree and acknowledge that this Agreement may be terminated in whole to construct the County and District projects separately. In the event of termination, County reserves the assume control of, and complete the County Project by contract or any other means.

**SECTION 15.        NOTICE TO PARTIES**

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:

County of El Dorado  
Department of Transportation  
2850 Fairlane Court  
Placerville, CA 95667

County of El Dorado  
Department of Transportation  
2850 Fairlane Court  
Placerville, CA 95667

Attn.: Matthew Smeltzer, P.E.  
Deputy Director, Engineering

Attn.: Jon Balzer, P.E.  
Sr. Civil Engineer

or to such other location as County directs.

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

El Dorado Union High School District  
4675 Missouri Flat Road  
Placerville, California 95667

El Dorado Union High School District  
6540 Commerce Way  
Diamond Springs, California 95619

Attn.: Ron Carruth  
Superintendent


Attn.: Dan Augino

or to such other location as District directs.

**SECTION 16. AUTHORIZED SIGNATURES**

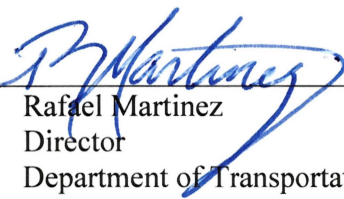
The parties to this Agreement represent that the undersigned individuals executing this Agreement on their respective behalf are fully authorized to do so by law or other appropriate instrument and to bind upon said parties to the obligations set forth herein.

**Requesting Contract Administrator and Department Concurrence:**

By:   
Matthew Smeltzer, P.E.  
Deputy Director, Engineering  
Department of Transportation

Dated: 3/7/24

**Requesting Department Concurrence:**

By:   
Rafael Martinez  
Director  
Department of Transportation

Dated: 3/7/24

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

-- COUNTY OF EL DORADO --

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

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

Board of Supervisors  
"County"

Attest:

Kim Dawson

Clerk of the Board of Supervisors

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

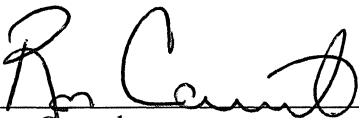
Dated: \_\_\_\_\_

Deputy Clerk

-- EL DORADO UNION HIGH SCHOOL DISTRICT --

-- a California public school district --

By:

\_\_\_\_\_

Ron Carruth

Superintendent

El Dorado Union High School District

Dated: 3/6/24

~~Notary Acknowledgment Attached~~ N/A

## Exhibit A

### Harvard Way at Clermont Way Improvements

#### 60% COST ESTIMATE

Estimate Date: 12/18/2023

Item No.	Item Code	Item Description	Unit of Measure	Estimated Quantity	Unit Price	Item Total
1	070030	Lead Compliance Plan	LS	1	\$ 2,500.00	\$ 2,500.00
2	080050	Progress Schedule (Critical Path Method)	LS	1	\$ 5,000.00	\$ 5,000.00
3	120090	Construction Area Signs	LS	1	\$ 5,000.00	\$ 5,000.00
4	120100	Traffic Control System	LS	1	\$ 75,000.00	\$ 75,000.00
5	120159A	Temporary Traffic Stripe & Pavment Marking (Paint)(ENGMET)	LS	1	\$ 15,000.00	\$ 15,000.00
6	12865X	Portable Changeable Message Sign	EA	4	\$ 4,000.00	\$ 16,000.00
7	130100	Job Site Management	LS	1	\$ 20,000.00	\$ 20,000.00
8	130200	Water Pollution Prevention Control Plan	LS	1	\$ 2,000.00	\$ 2,000.00
9	14900X	Prepare Asbestos Dust Mitigation Plan	LS	1	\$ 3,000.00	\$ 3,000.00
10	377501	Slurry Seal	SY	8,181	\$ 20.00	\$ 163,620.00
11	731510	Minor Concrete (Curb, Gutter, Sidewalk and Driveway)	CY	8	\$ 2,100.00	\$ 16,800.00
12	731623	Minor Concrete (Curb Ramp)	EA	1	\$ 5,000.00	\$ 5,000.00
13	731710	Remove Concrete (Curb and Gutter)	LF	24	\$ 50.00	\$ 1,200.00
14	810250	Pavement Marker (Retroreflective-Recessed)	EA	198	\$ 25.00	\$ 4,950.00
15	820250	Remove Roadside Sign	EA	18	\$ 125.00	\$ 2,250.00
16	820610	Relocated Roadside Sign	EA	1	\$ 225.00	\$ 225.00
17	820840	Roadside Sign - One Post	EA	3	\$ 400.00	\$ 1,200.00
18	846007	6" Thermoplastic Traffic Stripe (Enhanced Wet Night Visibility)	LF	7,635	\$ 4.00	\$ 30,540.00
19	846012	Thermoplastic Crosswalk and Pavement Marking (Enhanced Wet Night Visibility)	SQFT	1,122	\$ 6.50	\$ 7,293.00
20	846020	Remove Traffic Stripe	LF	4,661	\$ 2.00	\$ 9,322.00
21	846025	Remove Painted Pavement Marking	SQFT	409	\$ 4.00	\$ 1,636.00
22	870400	Signal and Lighting System	LS	1	\$ 650,000.00	\$ 650,000.00
23	999990	Mobilization	LS	1	\$ 130,000.00	\$ 130,000.00
<b>SUBTOTAL:</b>						<b>\$ 1,167,536.00</b>

<b>CONTINGENCY &amp; SUPPLEMENTAL COSTS</b> (estimate 20%)	<b>\$ 233,507.20</b>
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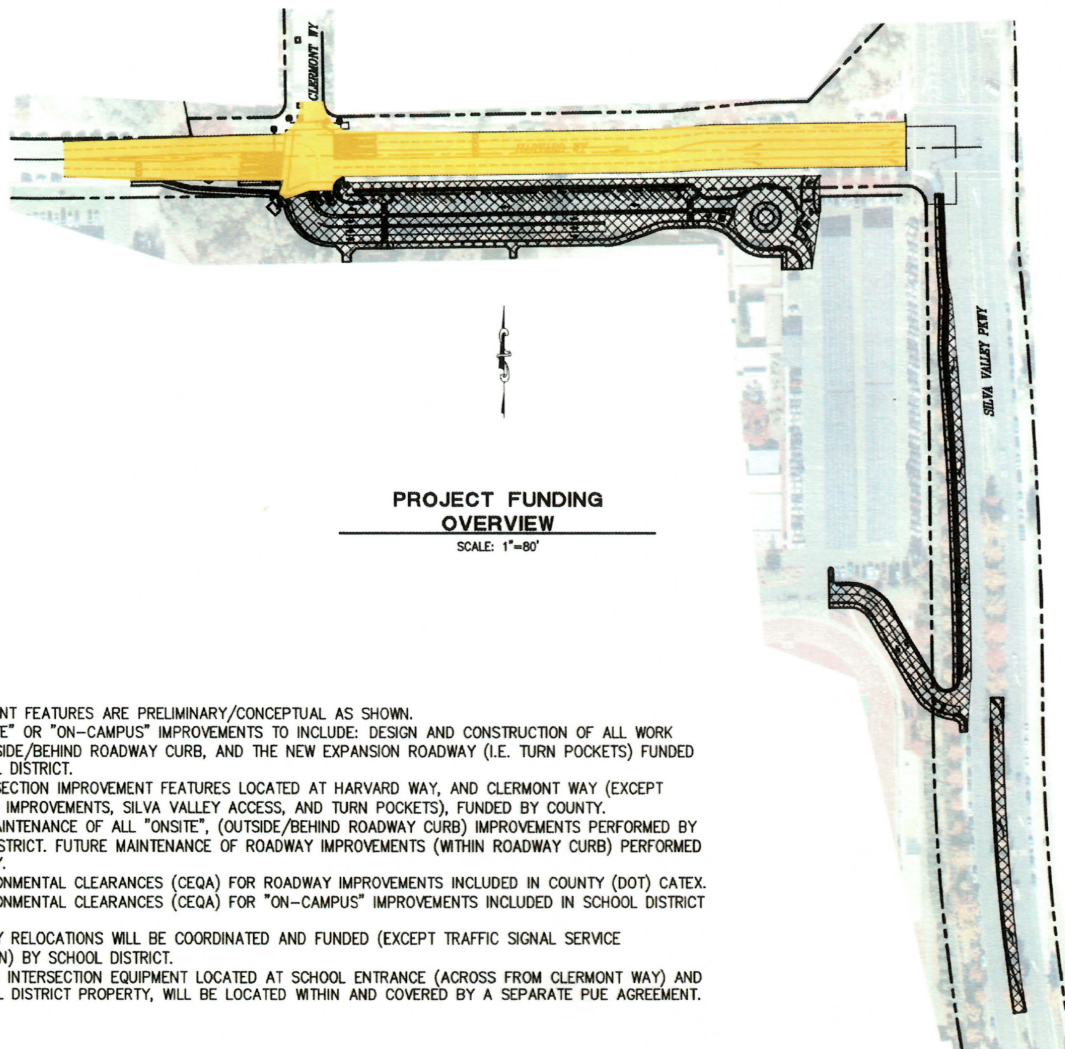
<b>TOTAL ESTIMATED DIRECT CONSTRUCTION COST</b>	<b>\$ 1,401,043.20</b>
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\* NOTE: Above items, quantities, and costs are preliminary and approximate.

(Actual construction costs will be based on contract amounts for final bid items).

FOR REDUCED PLANS  
ORIGINAL SCALE IS IN INCHES  
2  
1  
0  
COUNTY OF EL DORADO  
DESIGNED BY: J.B. NMA  
CHECKED BY: J.B.  
DATE: 12/27/2023  
ROAD NUMBER: 1103  
SHEET: 1 OF 1  
W.D. No. 36106080

## Exhibit A



### LEGEND

- DESIGN PERFORMED BY COUNTY, CONSTRUCTION FUNDED BY COUNTY.
- DESIGN PERFORMED BY SCHOOL DISTRICT, CONSTRUCTION FUNDED BY SCHOOL DISTRICT.
- (EXISTING) PROPERTY LINES.

### PROJECT FUNDING OVERVIEW

SCALE: 1"=80'

### NOTES:

1. IMPROVEMENT FEATURES ARE PRELIMINARY/CONCEPTUAL AS SHOWN.
2. ALL "ONSITE" OR "ON-CAMPUS" IMPROVEMENTS TO INCLUDE: DESIGN AND CONSTRUCTION OF ALL WORK FROM OUTSIDE/BEHIND ROADWAY CURB, AND THE NEW EXPANSION ROADWAY (I.E. TURN POCKETS) FUNDED BY SCHOOL DISTRICT.
3. ALL INTERSECTION IMPROVEMENT FEATURES LOCATED AT HARVARD WAY, AND CLERMONT WAY (EXCEPT EXPANSION IMPROVEMENTS, SILVA VALLEY ACCESS, AND TURN POCKETS), FUNDED BY COUNTY.
4. FUTURE MAINTENANCE OF ALL "ONSITE", (OUTSIDE/BEHIND ROADWAY CURB) IMPROVEMENTS PERFORMED BY SCHOOL DISTRICT. FUTURE MAINTENANCE OF ROADWAY IMPROVEMENTS (WITHIN ROADWAY CURB) PERFORMED BY COUNTY.
5. ALL ENVIRONMENTAL CLEARANCES (CEQA) FOR ROADWAY IMPROVEMENTS INCLUDED IN COUNTY (DOT) CATEX.
6. ALL ENVIRONMENTAL CLEARANCES (CEQA) FOR "ON-CAMPUS" IMPROVEMENTS INCLUDED IN SCHOOL DISTRICT CATEX.
7. ALL UTILITY RELOCATIONS WILL BE COORDINATED AND FUNDED (EXCEPT TRAFFIC SIGNAL SERVICE CONNECTION) BY SCHOOL DISTRICT.
8. SIGNALIZED INTERSECTION EQUIPMENT LOCATED AT SCHOOL ENTRANCE (ACROSS FROM CLERMONT WAY) AND ON SCHOOL DISTRICT PROPERTY, WILL BE LOCATED WITHIN AND COVERED BY A SEPARATE PUE AGREEMENT.

PRELIMINARY

FUNDING LAYOUT  
SCALE : AS SHOWN

REVISION	NUMBER	DATE	DESCRIPTION	BY

PREPARED UNDER THE SUPERVISION OF :

REGISTERED CIVIL ENGINEER

DATE:

DESIGNED BY: J.B. NMA

CHECKED BY: J.B.

DATE: 12/27/2023

ROAD NUMBER: 1103



COUNTY OF EL DORADO  
DEPARTMENT OF TRANSPORTATION

HARVARD WAY AT CLERMONT WAY  
IMPROVEMENTS

SHEET  
EX-1  
1 OF 1  
W.D. No. 36106080