

**MASTER CONSTRUCTION RESPONSIBILITY  
AND REIMBURSEMENT AGREEMENT  
BETWEEN THE COUNTY OF EL DORADO AND  
THE SOUTH TAHOE PUBLIC UTILITY DISTRICT**

This Master Construction Responsibility and Reimbursement Agreement (hereinafter "Agreement") is entered into by and between the County of El Dorado, a political subdivision of the State of California (hereinafter "County"), and the South Tahoe Public Utility District, a public utility district created pursuant to State law (hereinafter "STPUD") as of \_\_\_\_\_, 2025 (hereinafter the "Effective Date").

**WHEREAS:**

1. STPUD owns and operates water, wastewater, and/or recycled water facilities that exist within the alignments of County roadways. Occasionally, improvement projects on County roadways require modifying, upgrading, relocating, or otherwise altering STPUD's water, wastewater, and/or recycled water facilities. Similarly, improvement projects on STPUD's water, wastewater, and/or recycled water facilities often require altering the County roadways in which STPUD's facilities exist.
2. In order to simplify the process and avoid delays in maintenance or construction, it has been past practice for the County and STPUD to work together on simultaneously completing maintenance or construction of projects that affect both STPUD's facilities and County roadways, storm drains and other infrastructure. To effectuate this cooperation, the County and STPUD have included plans and specifications, bid packages and award documents for both entities' improvements within a single construction or maintenance contract. The County and STPUD have also entered into agreements with one another setting forth terms for maintenance, construction, payment, and when appropriate, reimbursement responsibilities.
3. The County and STPUD recognize that in certain circumstances, when both entities agree, a single master construction responsibility and reimbursement agreement will further effectuate cooperation and efficiency.
4. Thus, the County and STPUD desire to enter into this Agreement to facilitate the inclusion of improvements either anticipated or non-anticipated, to either entity's roadways or facilities within the scope of work of the other entity's improvement projects and, to that end, the inclusion of plans and specifications for facility improvements in the bid packages, award documents and construction contracts to be generated, issued and administered by the entity conducting the improvement project prior to the commencement of such projects or during their performance. The County and STPUD also desire to enter into this Agreement to identify payment responsibilities and facilitate, when necessary, the reimbursement of costs for those expenses incurred and agreed upon in conducting the work described herein.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

A. SCOPE OF AGREEMENT

This Agreement is intended to apply to projects that both County and STPUD agree are limited in scope and complexity. Such projects may include but are not limited to:

1. The relocation of STPUD facilities through the County's construction contract when unanticipated relocations are discovered during the construction phase of a County road, storm drain, or other improvement project.
2. The construction of County roadway work through STPUD's construction contract when unanticipated work is to be performed during the construction phase of an STPUD utility improvement project.
3. Incorporation of work into either a STPUD or a County construction or maintenance contract in those situations wherein work can be anticipated prior to the construction or maintenance phase, but wherein a separate, project-specific agreement may not be warranted.

This Agreement shall not be used for work that is estimated to cost either County or STPUD more than \$200,000 per project in reimbursement expenses ("cost threshold"). As set forth below in paragraphs B(2)-(5), reimbursement expenses may include construction administration costs and construction management costs. If, however, a project is estimated to cost less than the cost threshold but the actual costs of the project exceed the cost threshold, both parties acknowledge that each party shall be responsible for, and shall fully pay all actual reimbursement expenses for work on their respective facilities, whatever they may be. Both County and STPUD reserve the right to forego use of this Agreement at any time, and use a separate project-specific agreement, even for projects that are limited in scope and complexity. In the absence of such a project-specific agreement, the terms of this Agreement shall control. Each party shall ensure that this Agreement is not used for the purpose of splitting larger projects that are beyond the scope of this Agreement, or otherwise require a separate project-specific agreement. Moreover, each party shall ensure that work performed by contract change order ("CCO") will not be split into multiple CCOs for the purpose of circumventing the cost threshold.

B. PAYMENT

1. County and STPUD agree that each entity shall be responsible for one hundred percent (100%) of the actual costs associated with construction, maintenance, improvement, or modification of that entity's roadways or facilities, except when one entity has prior rights to property upon which both entities maintain roadways or facilities and in which the entity with later rights intends to conduct a construction, maintenance, improvement, or modification project that necessarily requires the modification or improvement of the roadways or facilities of the entity with prior or superior rights. In such cases, except as otherwise provided herein,

the entity with prior or superior rights shall not be responsible for payment of the costs associated with the modifications to its roads or facilities necessary to replace or return those roads or facilities to their pre-existing or improved condition. Instead, those costs shall be paid for by the entity with later rights. For County projects, the determination of what party has prior or superior rights shall be determined consistent with the liability determination phase outlined in Caltrans Right of Way Manual, Chapter 13.04.00.00. Replacing or returning facilities to their pre-existing or improved condition requires returning the facilities to a condition that meets modern design standards but does not otherwise require any betterment of those facilities. Betterments are discussed below in paragraph B(5).

2. In addition to said actual costs of construction, the entity with later rights conducting an improvement project that necessarily requires the modification or improvement of the roadways or facilities of the entity with prior rights shall pay for all of the entity with prior right's actual, documented engineering, design, and administrative costs associated with performance of its portion of the project, which administrative costs, as detailed in paragraph F(2), shall in no event exceed 15% of the total actual costs associated with construction or maintenance of that entity's component of the project. Should the non-contracting entity with prior rights provide the design for its portion of the work, the contracting entity shall reimburse non-contracting entity for these costs in the same manner set forth in paragraphs C(1)-(3).
3. In those circumstances where the County conducts a construction, maintenance, improvement, or modification project that necessarily requires the relocation of STPUD's facilities and STPUD's rights are subordinate to County's rights, STPUD shall be responsible for the full costs of relocation of said facilities and County shall be responsible for the actual costs associated with construction, improvement or modification of its project. In such cases, and in all cases in which both entities bear payment responsibilities, the entity conducting the initial project may, as provided by the terms of this Agreement, incorporate the modification of the other entity's roadways or facilities into its project contract, and seek reimbursement for the expenses associated therewith from the other entity.
4. In those circumstances where the County conducts a construction, maintenance, improvement, or modification project that necessarily requires the relocation of STPUD's facilities and STPUD's rights are superior to County's rights, County shall be responsible for the costs of the functional equivalent replacement of the impacted STPUD facility. However, the County shall not be responsible for the betterment of the impacted facilities. For purposes of this Agreement, "betterment" means an increase in size or capacity of the facility that is for the non-contracting entity's benefit, consistent with Section 13.04.05.06 of the Caltrans Right of Way Manual, Chapter 13. In those instances, STPUD may request a betterment of those facilities, but the costs related to that betterment will be reimbursable consistent with paragraph 6 of this Section (B) of this Agreement below.

5. In addition to said actual costs of construction, for each such improvement project that includes the improvement of STPUD's facilities by exercise of the rights provided under this Agreement and in B(3) above, STPUD shall pay the County for all of the actual, documented engineering, design, and administrative costs associated with performance of STPUD's portion of the project, which said administrative costs, as detailed in paragraph F(2), shall in no event exceed 15% of the total actual costs associated with construction of STPUD's component of the project.
6. Regardless of which entity has prior rights, the non-contracting entity may request that modifications to its roadways or facilities include any betterment of those roadways or facilities. For purposes of this Agreement, "betterment" shall be determined in accordance with the Caltrans Right of Way Manual, Chapter 13. In such cases, the non-contracting entity shall be responsible for the actual documented construction engineering, design, and administrative costs, over and above that necessary to merely replace or return its roadways or facilities to its pre-existing condition. Construction administration costs and construction management costs, as detailed in paragraph F(2), shall in no event exceed 15% of the total actual costs associated with construction on the non-contracting entity's component of the project.
7. County and STPUD acknowledge and recognize that under certain circumstances, either the contracting entity or the non-contracting entity might have prior rights to some, but not all of the property affected by the contracting entity's improvement or construction project. In such circumstances, payment responsibility shall conform to the principles set forth in paragraphs 1 through 5 of this section of the Agreement.

#### C. REIMBURSEMENT

For projects requiring reimbursement under section B(3) of this Agreement:

1. Within forty-five (45) calendar days of final completion of the non-contracting entity's portion of the project, the contracting entity shall submit an invoice to the non-contracting entity for one lump-sum payment, with supporting documentation indicating the amount of costs then due and owing. The non-contracting entity shall make payment of the amount indicated on the invoice within forty-five (45) calendar days of receiving the invoice, subject to the provisions of Section D-3 of this Agreement regarding submittal by the contracting entity to the non-contracting entity of as-built drawings, unless the invoice is challenged in accordance with subsection (2) herein below, in which case the non-contracting entity shall make payment of that portion of the invoice which is not in dispute within thirty (30) calendar days of receiving the invoice.

2. In the event that the non-contracting entity challenges any portion of, or any line item shown on, the invoice from the contracting entity, then the non-contracting entity shall notify the contracting entity 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 the non-contracting entity cannot be resolved by the parties within thirty (30) calendar days of notification to the contracting entity of the challenged amount, then both parties mutually agree to resolve the dispute in accordance with the dispute resolution provisions set forth in the contracting entity's construction contract for the project at issue.
3. If the construction contract for the project at issue requires the contractor to provide the contracting entity with monthly updates, the contracting entity will supply the non-contracting entity with a copy of these monthly updated schedules.

**D. WORK INCORPORATED HEREBY**

1. In advance of County or similar roadwork projects requiring raising, lowering, or relocation of District infrastructure, the County will notify the District no sooner than 30 days prior to its bidding of said projects to allow District facilities requiring raising, lowering or relocation for inclusion within the County's bidding documents for the project.
2. In order for the contracting entity to include the non-contracting entity work in the contracting entity's bid package, the non-contracting entity shall provide material specifications to the contracting entity for the work of each project. The non-contracting entity shall include design drawings, specifications and estimates to the contracting entity for review and incorporation into the contracting entity's construction contract documents. Except as provided in Section D(6) below, the non-contracting entity is solely responsible for its installed facilities after construction and its acceptance of the facilities. Electronic copies of each construction bid package/contract prepared by the contracting entity will be provided to the non-contracting entity. The contracting entity bid plans and specifications that incorporate the non-contracting entity's various utility and/or roadway designs, prepared by the contracting entity shall be reviewed and approved by the non-contracting entity prior to advertising for bids. The non-contracting entity shall be solely responsible for content accuracy, adequacy, and clarity of the bid plans and specifications pertaining to the non-contracting entity's installation work. The non-contracting entity shall have fifteen (15) working days to review and approve the bid plans and specifications. In addition to content accuracy, adequacy, and clarity, the non-contracting entity's review shall include the following scope:
  - a. Conformance of roadway or facility installation design with the non-contracting entity standards, and applicable Caltrans standards, standard drawings, and

standard specifications; and conformance with County of El Dorado standards and with the plans, details, and specifications for the overall project of which it is to be incorporated.

- b. Ability of roadway and/or facility design to meet similar performance standards as the existing non-contracting entity roadways and/or facilities.

The contracting entity shall give notice to the non-contracting entity within 24 hours of bid opening. The non-contracting entity's authorized representative may review the lowest responsible, responsive bidder's documents and may provide recommendations, if any, to the contracting entity within five business days of bid opening. Notwithstanding that review, the contracting entity 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.

County and STPUD understand and agree that for all projects subject to this Agreement, except those that involve (a) the County's receipt of federal funding, state funding, or other funding sources that restrict the County's ability to prequalify contractors and subcontractors or (b) the relocation of STPUD facilities through the County's construction contract when unanticipated relocations are discovered during the construction phase of a County road improvement project, STPUD shall have the right in its discretion to pre-qualify any and all firms interested in bidding STPUD's component of the project either as the prime contractor or a subcontractor thereto. STPUD shall use its best efforts to coordinate its prequalification process with the County's project delivery schedule. Any such prequalification process shall be conducted in strict accordance with all requirements for prequalification of contractors codified under the Local Agency Public Construction Act (Public Contract Code § 20100, et seq.) or its successor law. Nothing herein shall be construed to constitute the County's intent to incorporate prequalification into its own public contracting solicitation procedures, or its assent to incorporate such procedures into projects outside the scope of this Agreement.

STPUD agrees to indemnify the County against claims that arise out of and that challenge the prequalification of contractors that will conduct work on STPUD's component of the project when County is the contracting entity.

3. Irrespective of the costs associated with inspections performed as construction management under paragraph F(2), the non-contracting entity, at its sole expense, shall provide one or more inspectors for all work involving, pertaining to, or affecting the non-contracting entity's roadways or facilities to verify construction is completed in accordance with the non-contracting entity's standards and applicable non-contracting entity standard drawings and technical specifications.
4. The contracting entity shall, upon request of the non-contracting entity, provide the non-contracting entity with a set of as-built drawings for each project. The costs

associated with providing as-built drawings to the non-contracting entity shall be paid for in accordance with the principles set forth in paragraphs B(1)-(6).

5. The contracting entity shall be solely responsible for all items of construction management, as defined in paragraph F(2), for each of the contracting entity's projects, except as specified in Sections B, C, D(8), and F(2) herein.
6. All non-contracting entity work, inclusive of all extra work and additional work as set forth in Section D(8) herein, to be performed through exercise of the rights under this Agreement shall be in conformance with all applicable Caltrans, El Dorado County Department of Transportation, and STPUD standards and with the plans, details and specifications for the overall project to which the non-contracting entity work is incorporated.
7. For each project, the contracting entity's contractor shall provide written guarantee of all of its work for one (1) year from acceptance by the contracting entity. The contracting entity shall ensure that the guarantee inures to both County's and STPUD's benefit, by naming the non-contracting entity as an additional beneficiary of the guarantee in the initial contract. Alternatively, in those cases of unanticipated work for the non-contracting entity, the contracting entity agrees to present any warranty claim on behalf of the non-contracting entity as to any warranty issues associated with change order work performed by the contracting entity's contractor.
8. For projects other than those involving unanticipated relocations or modifications of either party's roadways or facilities, the contracting entity shall provide in the bid specifications for each project that the selected contractor shall, by policy endorsement, add the non-contracting entity, and its officials, employees, agents and representatives, as additional insured on contractor's general liability insurance policy for the project.
9. It is understood that time is of the essence and that the contracting entity would be harmed by delays to a project. To avoid delays, the contracting entity and non-contracting entity agree that the contracting entity must maintain administrative control of each project. To protect the contracting entity from unnecessary project delays arising from the non-contracting entity work, the contracting entity and non-contracting entity agree that changes to the non-contracting entity work on a 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 to address conflicts, changed or differing conditions, or otherwise necessary to complete the project. Extra work that does not exceed 10% of the value of the total cost of the project may be approved administratively by each party's representative. 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. A non-contracting entity will be responsible for designing and inspecting all facets of any extra work on, related to, or caused by that non-contracting entity's roadways or facilities. Costs for such extra work shall be allocated in conformity with the principles established in Section B above.

If a CCO is required, the contracting entity will notify the non-contracting entity on the next calendar day from notification from the contracting entity's contractor, and within five (5) calendar days will prepare a CCO. The non-contracting entity will then have five (5) calendar days to review, approve, and return the CCO to the contracting entity or return it to the contracting entity for modification. If the non-contracting entity fails to return the submitted CCO to the contracting entity as approved herein within five (5) calendar days, then the contracting entity will take one of the following actions:

- i. The CCO will be executed by the contracting entity per the terms, conditions, and price shown on the CCO that had been submitted to the non-contracting entity. The non-contracting entity will be required to reimburse the contracting entity, in accordance with Sections B(3) and C(1)-(3) of this Agreement, for the non-contracting entity's share of the cost of the CCO.
- ii. The contracting entity will direct the contractor to perform the work on a force account basis. For extra work to non-contracting entity roadways and/or facilities performed on force account, the non-contracting entity 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 non-contracting entity roadways or facilities is performed on force account, a non-contracting entity 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. Those reports shall be given to the Resident Engineer in the case of the County, or the Project Engineer in the case of STPUD, for payment processing. The non-contracting entity shall reimburse the contracting entity, in accordance with Sections B(3) and C(1)-(3) of this Agreement, for its share of the cost of the force account work.
- iii. The contracting entity will direct the contractor to stop work on the contract only to the extent reasonably deemed necessary by the contracting entity. The non-contracting entity will then be responsible for reasonable delay costs associated with Project delay arising from non-contracting entity 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. The non-contracting entity will be required to reimburse the contracting entity, in accordance with Sections B(3) and C(1)-(3) above for all said delay costs arising from non-contracting entity work.

When the contracting entity submits a CCO to the non-contracting entity for the non-contracting entity's review and approval, the CCO will clearly state which of the actions listed above the contracting entity intends to take should the non-contracting entity fail to return the CCO to the contracting entity within the time specified above.

It is agreed that all increases or decreases in justified costs associated with CCOs related to the non-contracting entity'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:** As used in this section, "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 non-contracting entity roadways or facilities. Any and all additional work requested by a non-contracting entity shall be at the non-contracting entity's sole expense. The non-contracting entity, at its sole expense, will be further responsible for designing and inspecting all facets of any additional work requested by the non-contracting entity. If the non-contracting entity desires additional work to be performed by the contracting entity's contractor, the non-contracting entity shall address its request to the contracting entity. If a price for additional work can be directly negotiated between the non-contracting entity and the contracting entity's contractor, then the additional work may be incorporated into the contract via a CCO for the negotiated cost. If the contracting entity's contractor and the non-contracting entity cannot agree to a negotiated price, the non-contracting entity may request that the work be performed on a force account basis. For additional work performed at force account, the non-contracting entity 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 the non-contracting entity work is performed at force account, a non-contracting entity 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, in the case of the County, the County's Resident Engineer, and in the case of STPUD, STPUD's Project Engineer for payment processing. Before any additional work may commence, the contracting entity must write and execute the CCO for the non-contracting entity's additional

work, at the non-contracting entity's direct negotiated price or at force account, whichever is applicable. The non-contracting entity will then have five (5) calendar days to review, approve, and return the CCO to the contracting entity. If non-contracting entity fails to return the CCO as approved to the contracting entity within five (5) calendar days, then the contracting entity 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 non-contracting entity 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. The non-contracting entity shall be responsible for reasonable delay costs associated with Project delay arising from DISTRICT additional work.

- c. **Non-contracting Entity Forces:** The non-contracting entity may alternatively request of the contracting entity that the non-contracting entity use its own forces to perform additional work. The contracting entity may, in its sole discretion, decide whether to allow the additional work to be done by the non-contracting entity forces. In circumstances where the County is the contracting entity, and the County determines to allow STPUD, as the non-contracting entity, to perform the additional work, the non-contracting entity 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 the non-contracting entity shall comply with the requirements of this Agreement, with the project construction schedule and be coordinated with the contracting entity's contractor work. In order to coordinate the non-contracting entity's work with the work of the contracting entity's contractor, the contracting entity may require that the non-contracting entity perform its work within an agreed-upon window of time. The non-contracting entity shall be solely responsible for any and all of the contracting entity's contractor justified extra work, claims or delay costs arising from or caused by non-contracting entity's force work. The contracting entity and non-contracting entity will determine in advance of the contracting entity's approval whether any Project cost savings arise from non-contracting entity's proposed force work and will mutually agree to whom said cost savings, if any, shall be credited. If the parties cannot reach agreement, the contracting entity may decline to allow the non-contracting entity force work.

- 10. During the Term of this Agreement (as defined below), the parties shall execute a "Project Statement" in the form of Exhibit "1" attached hereto and incorporated herein by reference to effect the inclusion of improvements or modifications to the non-contracting entity's facilities in the contracting entity's project. The Project Statement shall include contractual provisions required by federal or state laws or

regulations applicable to the contracting entity or its funding source(s). All such Project Statements shall become part of this Agreement and incorporated herein once mutually executed by County and STPUD.

11. For utility relocation projects on right of way that are financed with federal funds, both County and STPUD agree to comply with the applicable procedures and guidelines specified in the Caltrans Local Assistance Procedures Manual, including, but not limited to, executing the Caltrans-approved Utility Agreement, as may be revised by Caltrans from time to time, in the form of Exhibit "2", attached hereto and incorporated herein by reference.

E. DUTY OF COOPERATION, DEFENSE, AND INDEMNITY OF CONTRACTUAL CLAIMS

1. In exchange for the rights granted under this Agreement, the non-contracting entity shall remain solely responsible for the design, operation, inspection, relocation, and maintenance of its roadways or facilities. Accordingly, the non-contracting entity shall fully cooperate with the contracting entity in the timely response to all inquiries, notices, and contractual claims asserted by the contracting entity's contractors and subcontractors as they pertain to the non-contracting entity roadways or facilities. Further, the non-contracting entity shall fully cooperate and assist the contracting entity in the resolution or settlement of all claims from the contracting entity's contractor and subcontractors as it relates to the non-contracting entity roadways or facilities. The non-contracting entity shall reimburse the contracting entity for any amounts paid by the contracting entity to the contracting entity'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 the non-contracting entity and the contracting entity, the non-contracting entity 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 non-contracting entity roadways or facilities, whether to the contracting entity's contractor or utility performing work in the project area. Therefore, to the fullest extent allowed by law, the non-contracting entity shall hold harmless, defend at its own expense, and indemnify the contracting entity and the officers, agents, employees and volunteers of the contracting entity 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 non-contracting entity's roadways or facilities, inclusive of the design, plans and specifications, excepting only the sole or active negligence or willful misconduct, of the contracting entity or as expressly provided otherwise by law. Notwithstanding the above, in the event it is ultimately determined that the claim

or liability is the result of the joint negligence of the contracting entity and the non-contracting entity, the non-contracting entity's obligation to indemnify the contracting entity shall be reduced to the extent of the contracting entity's negligence. However, the non-contracting entity's obligation to defend at its own expense and indemnify the contracting entity consistent with this paragraph, shall apply in the first instance and until a determination of respective negligence is made. If the non-contracting entity alleges that the penalty, liability, claim, loss, delay, damage, or expense is due, in whole or in part, of the contracting entity's negligence or willful misconduct, the non-contracting entity can request a determination of respective negligence. During the pendency of that determination, the non-contracting entity shall pay all costs related to defense of the penalty, liability, claim, loss, delay, damage, or expense, consistent with this paragraph. That determination made of respective liability between the two parties may be made either by agreement between the contracting entity and the non-contracting entity, a settlement following mediation or litigation, or by a final judgment of a court of competent jurisdiction. The parties shall make any reimbursements that may be 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.

3. All rights of indemnity or cooperation provided by this Section E shall survive the termination or expiration of this Agreement, consistent with Section F, paragraph 16, below.

#### F. GENERAL PROVISIONS

1. The contracting entity shall disclose to its contractor for each project the horizontal and vertical locations of the non-contracting entity roadways or facilities as provided by the non-contracting entity to the contracting entity. For projects other than those involving unanticipated relocations or modifications of either party's roadways or facilities, the contracting entity's construction contract for each project shall require the contractor to indemnify, hold harmless and defend, including attorneys fees and expenses, the non-contracting entity, and its officials, employees, agents 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. In conformance with Sections B(2)-(5) and C(1)-(3), the non-contracting entity shall reimburse the contracting entity for the non-contracting entity's portion of construction administration costs and the contracting entity's construction

management costs for the modification or improvement of the non-contracting entity's roadways or facilities by the contracting entity's contractor. For purposes of this Section, "construction administration costs" includes flagging traffic, traffic control, water and dust pollution control measures, and mobilization, but does not include staff time of the non-contracting entity associated with processing payment of reimbursement expenses to the contracting entity. For purposes of this Section, "construction management costs" includes inspections, soils testing, and staking. All the above-listed costs will be calculated at a total of fifteen percent (15%) of the non-contracting entity's direct construction contract costs for construction of the non-contracting entity's facilities for each project. Listed below is a percentage breakdown of the non-contracting entity's cost responsibilities:

Flagging Traffic . . . . .	2%
Traffic Control Systems . . . . .	2%
Water and Dust Pollution . . . . .	1%
Construction Management . . . . .	10%

**15% Total**

The non-contracting entity shall reimburse the contracting entity for the non-contracting entity's portion of mobilization 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.

The non-contracting entity shall reimburse the contracting entity for the contracting entity's construction management costs for any extra or additional work as defined in Section D(8) above, at a reduced rate of eight percent (8%) of the direct construction cost of the extra or additional work. Any additional construction administration costs 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. The contracting entity shall maintain all books, documents, papers, accounting records, and other evidence pertaining to direct construction costs incurred by the contracting entity related to any constructed non-contracting entity facilities, and shall make such materials available for inspection at the contracting entity's offices at reasonable times during the Term of this Agreement and for three (3) years following completion of the projects subject to this Agreement. In order to provide complete information for an audit, all project billings must show separate detailed and itemized line items of work performed by the contracting entity'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 addressed as follows:

To County:  
County of El Dorado  
Department of Transportation  
2850 Fairlane Court  
Placerville, Ca 95667  
Attn.: Rafael Martinez  
Director  
Department of Transportation

With a Copy to:  
County of El Dorado  
Department of Transportation  
2441 Headington Road  
Placerville, Ca 95667  
Attn: Brian Mullens  
Deputy Director  
Department of Transportation

or to such other location as County directs in writing.

Notices to STPUD shall be addressed as follows:

TO STPUD:  
South Tahoe Public Utility District  
1275 Meadow Crest Drive  
South Lake Tahoe, CA 96150  
Attn.: Paul Hughes  
General Manager

With a Copy to:  
Jones Mayer  
6349 Auburn Blvd  
Citrus Heights, CA 95621  
Attn.: Keith Collins  
General Counsel

or to such other location as STPUD directs in writing.

5. The County officer or employee with responsibility for administering this Agreement is Rafael Martinez, Director, Department of Transportation, or successor.
6. The STPUD officer or employee with responsibility for administering this Agreement is Chris Stanley, Manager of Field Operations, South Tahoe Public Utility 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 STPUD. 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. 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.
13. County and STPUD agree that the following applicable approvals, permits and authorizations will be obtained by the contracting entity or the contracting entity's contractor before the commencement of each project: the SWPPP, County encroachment permit, all discharge permits, trenching and shoring, grading permits, a blasting plan and blasting permit where authorized by the project specifications, and Dust Control Plan and Asbestos Mitigation Plan. Nothing herein shall restrict or otherwise impair County's authority to issue encroachment permits or its ability to impose conditions on issuance of such permits. The non-contracting entity shall be responsible for any other permits, approvals, and authorizations necessary for the commencement of construction of non-contracting entity's component of the project. After the issuance of the notice to proceed and commencement of work, if there are any necessary additional permits, approvals and authorizations that are necessary for the non-contracting entity component of the project, non-contracting entity shall be responsible for obtaining said permits, approvals, and authorizations in a timely fashion so as not to delay the work. If the non-contracting entity is unable to obtain said permit, approval, or authorization, or to do so will result in a delay in the either the non-contracting entity component of the project or the contracting entity's project as a whole, then either (i) the contracting entity may issue a change order deleting the non-contracting entity work in its entirety if it has not yet commenced, or (ii) if work has commenced on the non-contracting entity work, non-contracting entity shall be responsible for all costs and claims associated with the delay, inclusive of delay claims or extra work claims resulting to the contracting entity's project as a result of the delay.
14. County and STPUD understand and agree that this Agreement creates rights and obligations solely between County and STPUD 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 terms or conditions, or otherwise give rise to any cause of action in any person not a party hereto.

15. The term of this Agreement shall be five years from the effective date. Prior to expiration of the Agreement, and upon written stipulation, the parties may extend the term of this Agreement an additional five years.
16. Either party may terminate this Agreement upon 30 days written notice. Provided, however, that any right to reimbursement as provided in a Project Statement that was executed before the termination or expiration of this Agreement, and any right to indemnity or cooperation provided in Section E above, shall survive the termination or expiration of this Agreement.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

**Requesting Department Concurrence:**

By:   
Rafael Martinez  
Director of Transportation

Dated: 4/30/25

Reviewed & Approved as to form on: 4/17/25  
Date

By:   
STPUD General Counsel's Office

IN WITNESS WHEREOF, the parties have executed this Agreement as of the Effective Date.

-- COUNTY OF EL DORADO --

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

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

Board of Supervisors  
"County"

Attest:  
Kim Dawson  
Clerk of the Board of Supervisors

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

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

Deputy Clerk

-- SOUTH TAHOE PUBLIC UTILITY DISTRICT --

By: Shane Romsos

Dated: 4/3/2025

Shane Romsos  
Board President  
"STPUD"

Attest:

By: Melanie Guttry

Dated: 4/3/2025

Melanie Guttry  
Executive Services Manager/  
Clerk of the Board

**EXHIBIT "1"**

**PROJECT STATEMENT**

IN ACCORDANCE WITH PARAGRAPH D(9) OF THE MASTER CONSTRUCTION RESPONSIBILITY AND REIMBURSEMENT AGREEMENT, THIS PROJECT STATEMENT – IF EXECUTED BY COUNTY AND STPUD – SHALL BECOME THE SCOPE OF WORK FOR [STPUD/COUNTY] IMPROVEMENTS TO BE INCLUDED IN THE FOLLOWING [STPUD/COUNTY] PROJECT.

**[STPUD/County] Project Name:**

**[STPUD/County] Project No.:**


**Description of [STPUD/County] [Roadway/Facility] Improvements to be Included in the Project and All Associated Costs:**

**-- COUNTY OF EL DORADO --**

By: \_\_\_\_\_  
Rafael Martinez  
Director  
Department of Transportation

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

**-- SOUTH TAHOE PUBLIC UTILITY DISTRICT --**

By:  \_\_\_\_\_  
Adrian Combes  
Director of Operations  
"STPUD"

Dated: 4-21-2025

**Attachment "A" to this Exhibit "1": All Plans and Specifications for the [STPUD/County] Work Described Above.**