

COOPERATIVE AGREEMENT

THIS AGREEMENT, entered into effective on JUNE 6, 2012, is between the State of California, acting by and through its Department of Transportation, herein referred to as "STATE", and the

County of El Dorado, a political subdivision of the State of California, referred to as "COUNTY".

RECITALS

1. STATE and COUNTY, together referred to herein as "PARTIES", pursuant to Streets and Highways Code sections 114 and 130, are authorized to enter into a Cooperative Agreement for improvements to the State Highway System (SHS) in the County of El Dorado.
2. PARTIES contemplate the construction of an interchange on United States (US) 50 at Silva Valley Parkway, referred to herein as "PROJECT".
3. COUNTY will perform all PROJECT Plans Specifications and Estimates (PS&E), Right of Way (R/W), and Construction all hereinafter referred to as "WORK". STATE will fund amount of \$1,000,000 toward Construction capital costs and will provide Independent Quality Assurance (IQA) for PROJECT, at no cost to COUNTY.
4. The terms of this Agreement shall supersede any inconsistent terms of any prior Memorandum of Understanding (MOU) or agreement relating to WORK.
5. COUNTY is the California Environmental Quality Act (CEQA) lead agency.
6. STATE is the CEQA responsible agency.
7. COUNTY signed and approved the Supplemental Environmental Impact Report on June 28, 2011 pursuant to CEQA. Project Approval and Environmental Document (PA&ED) was completed January 23, 2012 upon approval of the Supplemental Project Report.
8. PARTIES now define herein below the terms and conditions under which PROJECT WORK will be accomplished.

SECTION I

COUNTY AGREES:

1. To perform all PROJECT WORK and fund one hundred percent (100%) of said costs beyond STATE's contribution \$1,000,000 contribution of Proposition 1B state-local partnership program funds, as shown on Exhibit A, attached to and made a part of this Agreement. PROJECT's IQA efforts which will be performed and funded by STATE.
2. To submit an invoice to STATE in the amount of \$300,000 thirty (30) days prior to COUNTY's bid advertising date for PROJECT construction contract.
3. To thereafter on a quarterly basis in arrears, submit invoices to STATE representing STATE's actual share of PROJECT construction capital costs, as detailed on Exhibit A. In no event shall invoices sent to STATE for such costs exceed the amount of \$1,000,000.
4. WORK performed by COUNTY, or performed on COUNTY's behalf, shall be performed in accordance with all State and Federal laws, regulations, policies, procedures, and standards that STATE would normally follow as shown in Attachment 1, attached to and made a part of this Agreement. WORK shall be submitted to STATE for STATE's review, comment, concurrence, and/or acceptance at appropriate stages of development.
5. WORK, except as set forth in this Agreement, is to be performed by COUNTY. Should COUNTY request STATE to perform any portion of WORK, except as otherwise set forth in this Agreement, COUNTY shall first agree to reimburse STATE for such work pursuant to an amendment to this Agreement.
6. To have a detailed PS&E prepared, at no cost to STATE, and to submit each to STATE for STATE's review, concurrence, and/or approval at appropriate stages of development. The final PS&E for PROJECT shall be signed on behalf of COUNTY by a Civil Engineer registered in the State of California. COUNTY agrees to provide landscape plans prepared and signed by a licensed California Landscape Architect.
7. To have all necessary R/W maps and documents used to acquire R/W by COUNTY prepared by or under the direction of a person authorized to practice land surveying in the State of California. Each R/W map and document shall bear the appropriate professional seal, certificate number, expiration date of registration certification and signature of the licensed person in Responsible Charge of Work.
8. To permit STATE to monitor, participate, and oversee selection of personnel who will prepare the PS&E, provide R/W engineering services, provide R/W acquisition services, and provide construction engineering services for PROJECT. COUNTY

agrees to consider any request by STATE to avoid a contract award or to discontinue services of any personnel considered by STATE to be unqualified on the basis of credentials, professional expertise, failure to perform, and/or other pertinent criteria.

9. To submit to STATE for review, comment, concurrence, and/or approval all R/W Engineering Land-Net Maps and R/W Appraisal Maps, Records of Survey, and R/W Record Maps all prepared in accordance with STATE's R/W Manual, Chapter 6, R/W Engineering, STATE's Plans Preparation Manual, STATE's Surveys Manual, applicable State laws, and other pertinent reference materials and examples as provided by STATE.
10. Personnel who prepare environmental documentation, including investigative studies and technical environmental reports shall be made available to STATE, at no cost to STATE, through completion of PROJECT construction to discuss problems which may arise during PS&E, R/W, and Construction phases of PROJECT, and/or to supplement environmental documentation.
11. To make written application to STATE for necessary encroachment permits authorizing entry of COUNTY onto SHS R/W to perform required WORK as more specifically defined elsewhere in this Agreement. COUNTY shall also require COUNTY's consultants and contractors to make written application to STATE for the same necessary encroachment permits.
12. To identify and locate all utility facilities within the area of PROJECT as part of the design responsibility for PROJECT. All utility facilities not relocated or removed in advance of construction shall be identified on the PS&E for PROJECT.
13. All phases of PROJECT involving State highway facilities, whether handled by COUNTY or STATE, shall be developed in accordance with all policies, procedures, practices, standards, specifications and regulations that apply to STATE.
14. Personnel who prepare R/W maps, documents, and related materials shall be made available to STATE, at no cost to STATE, during and after construction of PROJECT until completion and acceptance by STATE of R/W Record Maps, Records of Survey, and title to any property intended to be transferred to STATE.
15. COUNTY shall include a "conflict of interest" requirement in the PROJECT design consultant contract(s) that prohibits the design consultant from being employed or under contract to the future PROJECT construction contractor.
16. To furnish evidence to STATE, in a form acceptable to STATE, that arrangements have been made for the protection, relocation, or removal of all conflicting facilities

within SHS R/W and that such work will be completed prior to award of the contract to construct PROJECT or as covered in the PS&E for said contract. This evidence shall include a reference to all required SHS encroachment permits.

17. To acquire and furnish all R/W, if any, outside of existing SHS R/W and to perform all R/W activities, including all eminent domain activities, if necessary, at no cost to STATE, and in accordance with procedures acceptable to STATE. These activities shall comply with all applicable State and Federal laws and regulations, subject to STATE's IQA to ensure that completed work and title to property acquired for PROJECT is acceptable for incorporation into the SHS R/W.
18. The California Transportation Commission will hear and may adopt Resolutions of Necessity. However, the authorization to hear and adopt Resolutions of Necessity may be delegated to COUNTY if such delegation is approved in writing by STATE.
19. To utilize the services of a qualified public agency or a qualified consultant, as determined by STATE's District Division Chief of R/W, in all matters related to acquisition of R/W in accordance with STATE's procedures as published in STATE's current R/W Manual. Whenever personnel other than personnel of a qualified public agency, or a qualified consultant, are utilized, administration of the personnel contract shall be performed by a qualified R/W person employed or retained by COUNTY.
20. To certify legal and physical control of R/W ready for construction and that all R/W parcels were acquired in accordance with applicable State and Federal laws and regulations, subject to review, comment, concurrence, and/or approval by STATE prior to the advertisement for bids for the contract to construct PROJECT.
21. To deliver to STATE legal title to R/W, including access rights, free and clear of all encumbrances detrimental to STATE's present and future uses not later than the date of acceptance by STATE of maintenance and operation of the SHS facility. Acceptance of said title by STATE is subject to a review of a Policy of Title Insurance in the name of the State of California to be provided and paid for by COUNTY.
22. To be responsible for, and to the STATE's satisfaction, the investigation of potential hazardous material (HM) sites within and outside existing SHS R/W that could impact PROJECT. If COUNTY discovers HM or contamination within the PROJECT study area during said investigation, COUNTY shall immediately notify STATE.
23. To advertise, award, and administer the construction contract for PROJECT in accordance with requirements of the Uniform Public Construction Cost Accounting Act and the California Labor Code, including its prevailing wage provisions. Workers employed in the performance of work contracted for by COUNTY, and/or performed

under encroachment permit, are covered by provisions of the California Labor Code in the same manner as are workers employed by STATE's contractors. The use of any Federal funds towards WORK will mandate the inclusion and enforcement of all applicable Federal labor mandates.

24. Construction by COUNTY of those portions of PROJECT which lie within the SHS R/W shall not commence until COUNTY's contract plans involving such work, the utility relocation plans, and the R/W certification have been reviewed and accepted by STATE and encroachment permits have been issued to COUNTY and COUNTY's contractor.
25. COUNTY's construction contractor shall maintain in force, until completion and acceptance of the PROJECT construction contract, a policy of General Liability Insurance, including coverage of Bodily Injury Liability and Property Damage Liability, that complies with all coverage requirements with Section 7-1.12 of STATE's then effective Standard Specifications. Such policy shall contain an additional insured endorsement naming STATE and its officers, agents, and employees as additional insurers. This insurance coverage shall be evidenced by a Certificate of Insurance in a form satisfactory to STATE which shall be delivered to STATE before the issuance of an encroachment permit to COUNTY's construction contractor.
26. To require the construction contractor to furnish both a payment and a performance bond, naming COUNTY as obligee with both bonds complying with the requirements set forth in Section 3-1.05 of STATE's current Standard Specifications prior to performing any WORK. COUNTY shall defend, indemnify, and hold harmless STATE and its officers, agents, and employees from all claims and suits by stop notice claimants related to the construction of PROJECT.
27. To have PROJECT constructed by contract to the satisfaction of and subject to STATE's acceptance in accordance with the STATE accepted PROJECT PS&E.
28. Contract administration procedures shall conform to STATE's Construction Manual Supplement for Local Agency Resident Engineer and Local Agency Structure Representative Guidelines, and the WORK encroachment permits.
29. To submit a written request for any state-furnished material (SFM) identified in the PROJECT PS&E a minimum of forty-five (45) days in advance of the need for such materials. To then pay STATE, within twenty-five (25) days of receipt of STATE's billing, the actual cost invoiced for the requested SFM. COUNTY may take delivery of the SFM after STATE's receipt of COUNTY's payment and at the location directed by STATE.

30. STATE shall perform source inspection as outlined in STATE's Construction Manual, Construction Manual Supplement for Local Agency Resident Engineer, and Local Agency Structure Representative Guideline. COUNTY shall reimburse STATE for all direct and indirect costs incurred for any source inspection performed by STATE.
31. To deposit with STATE in the amount of \$50,000 within twenty-five (25) days of receipt of STATE's billing, which amount represents the estimated cost of source inspection.
32. To pay STATE upon completion of all work on PROJECT and within twenty-five (25) days of receipt of a detailed statement made upon final accounting of costs therefore, any amount, over and above the aforesaid deposits for SFM and source inspection, required to complete COUNTY's financial obligations assumed pursuant to this Agreement.
33. Construction within the existing or ultimate SHS right of way shall comply with STATE's Standard Specifications, the PROJECT Special Provisions, and STATE's Construction Manual Supplement for Local Agency Resident Engineer and Local Agency Structure Representative Guidelines.
34. All survey work shall conform to the methods, procedures, and requirements of STATE's Surveys Manual and STATE's Staking Information Booklet.
35. PROJECT material testing and Quality Control/Assurance shall conform to STATE's Construction Manual, Construction Manual Supplement for Local Agency Resident Engineer, Local Agency Structure Representative Guideline and STATE's California Test Methods, and shall be performed by a material-tester certified by STATE, at COUNTY's expense.
36. All WORK, except as set forth in this Agreement, is to be performed by COUNTY. Should COUNTY request that STATE perform any portion of PROJECT work not set forth in this Agreement, COUNTY shall first agree to reimburse STATE for such work pursuant to an amendment to this Agreement or a separate executed agreement.
37. To furnish, at COUNTY's expense and subject to the approval of STATE, a field site representative who is a licensed civil engineer in the State of California to perform the functions of a Resident Engineer. The Resident Engineer shall not be an employee or subcontractor of the entity, if any, that prepared the PROJECT PS&E or an employee of the construction contractor.

38. To furnish, at COUNTY's expense and subject to the approval of STATE, a field site representative who is a licensed civil engineer in the State of California to perform the functions of a Structure Representative. The Structure Representative shall not be an employee or subcontractor of the entity, if any, that prepared the PROJECT PS&E or an employee of the construction contractor.
39. As a WORK cost, to furnish sufficient qualified support staff, subject to the approval of STATE, to assist the Resident Engineer in, but not limited to, structure representative, construction surveys, soils and foundation tests, measurement and computation of quantities, testing of construction materials, checking shop drawings, preparation of estimates and reports, preparation of the mandated "As-Built" drawings, and other inspection and staff services necessary to assure that the construction is being performed in accordance with the PROJECT PS&E. Said qualified support staff shall be independent of the design engineering company and construction contractor.
40. Within one hundred eighty (180) days following the completion and acceptance of the PROJECT construction contract, to furnish STATE with a complete set of "As-Built" plans in accordance with STATE's then current CADD Users Manual, Plans Preparation Manual, and STATE's practice. The submittal must also include all STATE requested contract records, including survey documents and Records of Surveys (to include monument perpetuation per the Land Surveyor Act, section 8771). COUNTY shall also submit corrected full-sized hardcopy structure plans.
41. To retain or cause to be retained for audit by STATE or other government auditors for a period of three (3) years from the date of final payment under the PROJECT contract, all records and accounts relating to PROJECT construction. COUNTY shall retain said records and accounts longer for such periods as are required in writing by STATE.
42. If COUNTY cannot complete PROJECT as originally scoped, scheduled, and estimated, COUNTY will, only with STATE'S prior written consent, amend PROJECT PS&E for a suitable resolution to ensure an alternate form of modified PROJECT that will, at all times, provide a safe and operable SHS R/W.
43. If unanticipated cultural, archaeological, paleontological or other protected materials are encountered during PROJECT construction, COUNTY shall stop work in that area until a qualified professional can evaluate the nature and significance of the find and a plan is approved for the removal or protection of that material. COUNTY will notify STATE within twenty-four (24) hours of any discovery. The costs for any removal or protection of that material shall be covered as a PROJECT cost contemplated by this Agreement.

44. To provide a Construction Zone Enhancement Enforcement Program (COZEEP) by contracting directly with the California Highway Patrol (CHP) for all traffic restrictions as outlined in STATE's Construction Manual.
45. Upon completion of PROJECT work incidental thereto, to furnish STATE with a detailed statement of PROJECT construction capital costs to be borne by STATE.

SECTION II

STATE AGREES:

1. At no cost to COUNTY, to provide IQA of all COUNTY's WORK necessary for completion of the PS&E for PROJECT done by COUNTY, including, but not limited to, investigation of potential hazardous material sites and all right of way activities undertaken by COUNTY or its designee, and provide prompt reviews, comments, concurrence, and/or approvals of submittals by COUNTY, while cooperating in timely processing of documents necessary for completion of the PS&E for PROJECT.
2. To deposit with COUNTY within thirty (30) days of receipt of invoice (which invoice will be forwarded to STATE thirty (30) days prior to COUNTY's bid advertising date for construction contract) in the amount of \$300,000 using Proposition 1B state-local partnership program funds.
3. To thereafter deposit with COUNTY, within thirty (30) days after receipt of each quarterly invoice, representing STATE's share of PROJECT construction capital costs. In no event shall STATE's total financial obligation for PROJECT under this Agreement exceed \$1,000,000, unless at its sole discretion, STATE increases this amount by amendment to this Agreement.
4. Upon proper application by COUNTY and by COUNTY's contractor, to issue, at no cost to COUNTY and COUNTY's contractor, the necessary encroachment permits for required work within SHS R/W, as more specifically defined elsewhere in this Agreement.
5. To provide, at COUNTY's cost, any SFM as shown on the PROJECT PS&E as determined by STATE to be appropriate and available during construction of PROJECT. Upon receipt of COUNTY's request for any such SFM, STATE will order those materials and STATE's Project Manager will have an invoice submitted to COUNTY for the costs of those materials. Upon receipt of those materials and COUNTY's payment, STATE will make those SFM available to COUNTY at a STATE designated site.

6. Independent assurance testing, specialty testing, and approval of the type of asphalt and concrete plants shall be by STATE, at STATE's expense.
7. To submit an invoice to COUNTY for the estimated direct and indirect cost of source inspection in the amount of \$50,000 prior to start of PROJECT construction and upon receipt of said estimate from STATE's representative.
8. Upon completion of WORK and all work incidental thereto, to furnish COUNTY with a detailed statement of SFM and source inspection costs to be borne by COUNTY. To thereafter refund to COUNTY, promptly after completion of STATE's final accounting of said WORK costs, any amount of COUNTY's deposits, remaining after actual SFM and source inspection costs to be borne by COUNTY have been deducted or to bill COUNTY for any additional amount required to complete COUNTY's financial obligations assumed pursuant to this Agreement.

SECTION III

IT IS MUTUALLY AGREED:

1. All obligations of STATE under the terms of this Agreement are subject to the appropriation of resources by the Legislature, State Budget Act authority, and the allocation of funds by the California Transportation Commission (CTC).
2. If, prior to construction contract award, either or both PARTIES determine that there are insufficient funds to complete their financial obligations made pursuant to this Agreement, PARTIES will agree to either delay award until sufficient funds exist or to terminate this Agreement by written notice to the other party. In the case of Agreement termination, the receiving party will speedily refund any funds received by PARTIES from the other party.
3. The cost of any engineering support performed by STATE includes all direct and applicable indirect costs. STATE calculates indirect costs based solely on the type of funds used to pay support costs. State and federal funds are subject the current Program Functional Rate. Local funds are subject to the current Program Functional Rate and the current Administration Rate. The Program Functional Rate and the Administration Rate are adjusted periodically.
4. PARTIES to this Agreement understand and agree that STATE's IQA is to ensure COUNTY's activities result in WORK being developed in accordance with standards and procedure agreed to in this Agreement. IQA does not include any work necessary to actually develop or deliver WORK nor any validation by verifying nor rechecking

any work performed by COUNTY, and no liability will be assignable to STATE, its officers and employees by COUNTY under the terms of this Agreement or by third parties by reason of STATE's IQA activities. All work performed by STATE that is not direct IQA shall be chargeable against PROJECT funds as a service for which STATE will invoice its actual costs and COUNTY will pay or authorize STATE to reimburse itself from then available PROJECT funds pursuant to an amendment to this Agreement authorizing such services to be performed by STATE.

5. The design, R/W acquisition documentation, including investigative studies and technical environmental reports, for PROJECT shall be performed in accordance with all applicable Federal and STATE standards and practices current as of the date of performance. Any exceptions to applicable design standards shall first be considered by STATE for approval via the processes outlined in STATE's Highway Design Manual and appropriate memoranda and design bulletins published by STATE. In the event that STATE proposes and/or requires a change in design standards, implementation of new or revised design standards shall be done as part of the work on PROJECT in accordance with STATE's current Highway Design Manual Section 82.5, "Effective Date for Implementing Revisions to Design Standards." STATE shall consult with COUNTY in a timely manner regarding the effect of proposed and/or required changes on PROJECT.
6. If, during preparation of preliminary engineering, additional environmental documentation or, preparation of the PS&E, performance of R/W activities, or performance of PROJECT construction, new information is obtained which requires the preparation of additional environmental documentation to comply with CEQA this Agreement will be amended to include completion of those additional tasks by COUNTY.
7. STATE and COUNTY, as set forth in Exhibit B attached hereto and incorporated herein, will coordinate, obtain, implement, renew and amend the necessary regulatory agency permits, agreements, and/or approvals. The cost to coordinate, obtain, implement, renew and amend the necessary regulatory agency permits, agreements, and/or approvals is a WORK cost.
8. COUNTY will prepare the applications for any required regulatory agency permits, agreements and/or approvals for PROJECT, unless otherwise set forth in Exhibit B. COUNTY will submit all said applications to STATE for review, comment and approval. COUNTY will submit the final applications to the appropriate regulatory agencies, unless otherwise set forth in Exhibit B. The costs to prepare, review, comment, and submit the application to the appropriate regulatory agency is a WORK cost.

9. STATE and COUNTY will comply with all of the commitments and conditions set forth in the environmental documentation, permits, approvals, and applicable agreements as those commitments and conditions apply to each parties' responsibilities in this Agreement.
10. If there is a legal challenge to the environmental documentation, including investigative studies and/or technical environmental report(s), permits, agreements, and/or approval(s) for PROJECT, all legal costs associated with those said legal challenges shall be a WORK cost.
11. During WORK, representatives of COUNTY and STATE will cooperate and consult with each other to assure that all WORK is accomplished according to the PROJECT PS&E and STATE's then applicable policies, procedures, standards, and practices. Satisfaction of these requirements shall be verified by STATE's representatives who are authorized to enter COUNTY's property during construction for the purpose of monitoring and coordinating construction activities.
12. PROJECT PS&E changes shall only be implemented by contract change orders that have been reviewed and concurred with by STATE's representative(s). All changes affecting public safety or public convenience, all design and specification changes, and all major changes as defined in STATE's Construction Manual shall be approved by STATE in advance of performing that work. Unless otherwise directed by STATE's representative, change orders authorized as provided herein will not require an encroachment permit rider. All changes shall be shown on the "As-Built" plans.
13. COUNTY shall provide a construction contract claims process acceptable to STATE and shall process any and all claims through COUNTY's claims process. STATE's representative will be made available to COUNTY to provide advice and technical input in any claims process.
14. Construction contract claim(s) costs are WORK costs.
15. In the event that STATE proposes and/or requires a change in design standards, implementation of those new or revised design standards shall be done in accordance with STATE's Highway Design Manual, Section 82.5, "Effective Date for Implementing Revisions to Design Standards." STATE shall consult with COUNTY in a timely manner regarding the effect of proposed and/or required PROJECT changes.
16. The party that discovers HM will immediately notify the other party to this Agreement.

HM-1 is defined as hazardous material (including but not limited to hazardous waste) that requires removal and disposal pursuant to federal or state law, whether it is disturbed by PROJECT or not.

HM-2 is defined as hazardous material (including but not limited to hazardous waste) that may require removal and disposal pursuant to federal or state law, only if disturbed by PROJECT.

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

STATE has no responsibility for management activities or costs associated with HM-1 found outside the existing SHS R/W. COUNTY, independent of PROJECT, is responsible for any HM-1 found within PROJECT limits outside existing SHS R/W. COUNTY will undertake, or cause to be undertaken, HM-1 management activities with minimum impact to PROJECT schedule, and COUNTY will pay, or cause to be paid, all costs associated with HM-1 management activities.

18. If HM-2 is found within the limits of PROJECT, the public agency responsible for advertisement, award, and administration (AAA) of the PROJECT construction contract will be responsible for HM-2 management activities. Any management activity cost associated with HM-2 is a PROJECT construction cost.
19. Management activities associated with either HM-1 or HM-2 include, without limitation, any necessary manifest requirements and designation of disposal facility.
20. STATE's acquisition or acceptance of title to any property on which any hazardous material is found will proceed in accordance with STATE's policy on such acquisition.
21. STATE, in exercising its authority under section 591 of the Vehicle Code, has included all of the requirements set forth in Divisions 11, 12, 13, 14, and 15 of the Vehicle Code as applicable to the WORK areas open to public traffic. COUNTY shall take all necessary precautions for safe operation of COUNTY's vehicles, the construction contractor's equipment and vehicles and/or vehicles of personnel retained by COUNTY to assure the protection of the traveling public and STATE employees from injury and damage from such vehicles or equipment.
22. Upon satisfactory completion of all WORK under this Agreement, as determined by STATE, actual ownership and title to materials, equipment, and appurtenances

installed within the operating SHS R/W for SHS operations will be vested in STATE, and materials, equipment, and appurtenances installed for non-SHS operations both inside and outside of the SHS R/W will automatically be deemed to be under the control of COUNTY or an appropriate third party as determined by COUNTY. No further agreement will be necessary to transfer ownership as hereinbefore stated.

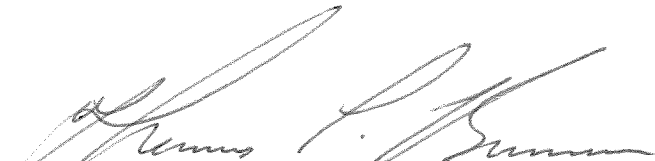
23. Nothing within the provisions of this Agreement is intended to create duties or obligations to or rights in third parties not a party to this Agreement or to affect the legal liability of either party to the Agreement by imposing any standard of care with respect to the development, design, construction, operation, or maintenance of the SHS and public facilities different from the standard of care imposed by law.
24. Neither STATE nor any officer or employee thereof is responsible for any injury, damage or liability occurring by reason of anything done or omitted to be done by COUNTY and/or its agents under or in connection with any work, authority or jurisdiction conferred upon COUNTY under this Agreement. It is understood and agreed that COUNTY will fully defend, indemnify and save harmless STATE and all its officers and employees from all claims, suits or actions of every name, kind and description brought forth under, but not limited to, tortious, contractual, inverse condemnation or other theories or assertions of liability occurring by reason of anything done or omitted to be done by COUNTY and/or its agents under this Agreement.
25. Neither COUNTY nor any officer or employee thereof is responsible for any injury, damage or liability occurring by reason of anything done or omitted to be done by STATE and/or its agents, under or in connection with any work, authority or jurisdiction conferred upon STATE under this Agreement. It is understood and agreed that STATE will fully defend, indemnify and save harmless COUNTY and all its officers and employees from all claims, suits or actions of every name, kind and description brought forth under, but not limited to, tortious, contractual, inverse condemnation or other theories or assertions of liability occurring by reason of anything done or omitted to be done by STATE and/or its agents under this Agreement.
26. Prior to the commencement of any work pursuant to this Agreement, either STATE or COUNTY may terminate this Agreement by written notice to the other party.
27. No alteration or variation of the terms of this Agreement shall be valid unless made by a formal amendment executed by PARTIES hereto and no oral understanding or agreement not incorporated herein shall be binding on any of the parties hereto.

28. Agreement will terminate upon completion of WORK that all parties have met all scope, cost, and schedule commitments included in this Agreement and have signed a cooperative agreement closure statement, which is a document signed by parties that verifies the completion of WORK.


However, all indemnification, document, retention, audit, claims, environmental commitment, legal challenge, hazardous material, operation, maintenance and ownership articles will remain in effect until terminated or modified in writing by mutual agreement.

29. The COUNTY officer or employee responsible for administering this Agreement is Matthew D. Smeltzer, P.E., Deputy Director Engineering, Engineering Division, Department of Transportation, or successor.
30. If COUNTY terminates the WORK prior to completion, STATE shall require COUNTY, at COUNTY's expense, to return the SHS R/W to its original condition or to a safe and operable condition acceptable to STATE. If COUNTY fails to do so, STATE reserves the right to finish WORK or place PROJECT in a safe and operable condition and STATE will bill COUNTY for all actual expenses incurred and COUNTY agrees to pay said bill within thirty (30) days of receipt. Notwithstanding the above, should COUNTY establish at anytime during WORK that the revenues from traffic impact mitigation fees collected at building permit issuance to fund portions of its obligations under this Agreement are insufficient or appear to be insufficient to support COUNTY's financial commitments towards WORK, COUNTY can terminate WORK and must return SHS R/W to its original condition or to a safe and operable condition acceptable to STATE. COUNTY shall not be obligated to use COUNTY General Funds to return the SHS R/W to its original condition or to a safe and operable condition acceptable to STATE.

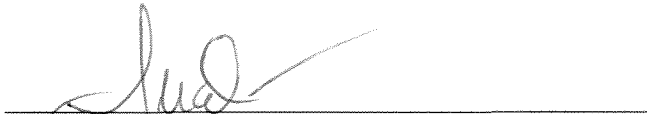
**STATE OF CALIFORNIA
DEPARTMENT OF TRANSPORTATION**


THOMAS L. BRANNON,
Deputy District Director
D3 Programming & Project Management

COUNTY OF EL DORADO


By: _____
John R. Knight
Chair, Board of Supervisors

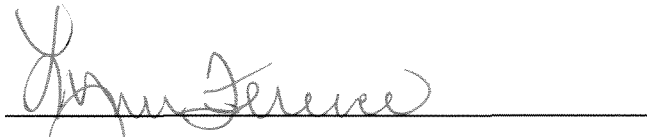
Approved as to form and procedure:




Attorney
Department of Transportation

Attest: By: 
Terri DALY, Acting
Clerk of the Board of Supervisors

Certified as to funds:

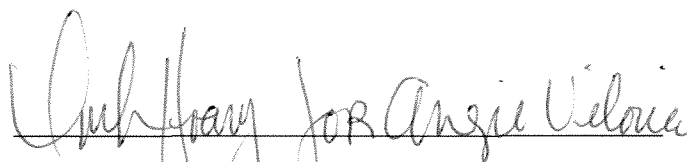


District Project Control Officer


By: 

KIMBERLY A. KERR
Interim Director of Transportation

Certified as to financial terms and policies:



Accounting Administrator

By: 

MATT SMELTZER
Deputy Director, Engineering
Engineering Division
Department of Transportation

EXHIBIT A

COST ESTIMATE

DESCRIPTION	COUNTY'S SHARE (LOCAL FUNDS)	STATE'S SHARE (Proposition 1B state-local partnership program funds)
SUPPORT COSTS		
PS&E	\$1,800,000	\$0
R/W	\$315,000	\$0
CONSTRUCTION	\$5,026,000	\$0
SUPPORT SUBTOTALS	\$7,141,000	\$0
CAPITAL COSTS		
R/W	\$13,600,000	\$0
CONSTRUCTION	\$33,500,000	1,000,000
CAPITAL SUBTOTALS	\$47,100,000	1,000,000
 GRAND TOTAL	 \$54,241,000	 1,000,000*

Note: * Amount doesn't include the cost of IQA, provided by STATE at no cost to COUNTY.

EXHIBIT B

ENVIRONMENTAL PERMITS, APPROVALS, & AGREEMENTS								
REQUIRED APPROVALS, AGREEMENTS	PERMITS, &	N/A	COORDINATE	PREPARE APPLICATION	OBTAIN	IMPLEMENT	RENEW	AMEND
404 USACOE			COUNTY	COUNTY	COUNTY	COUNTY	COUNTY	COUNTY
401 RWQCB			COUNTY	COUNTY	COUNTY	COUNTY	COUNTY	COUNTY
NPDES SWRCB			COUNTY	COUNTY	COUNTY	COUNTY	COUNTY	COUNTY
State Waste Discharge Requirements (Porter Cologne) RWQCB		N/A						
FESA Section 7 USFWS			STATE		STATE		STATE	STATE
BO Section 7 USFWS			STATE		STATE		STATE	STATE
FESA Section 7 NOAA/NMFS			STATE		STATE		STATE	STATE
BO Section 7 NOAA/NMFS			STATE		STATE		STATE	STATE
FESA Section 10 USFWS								
EFH - NOAA/NMFS			STATE		STATE		STATE	STATE
Coastal Development Permit CCC		N/A						
Fed. Coastal Zone Mgt. Act -- Consistency Determination CCC		N/A	STATE		STATE		STATE	STATE
BCDC Permit		N/A						
Fed. Coastal Zone Mgt. Act -- Consistency Determination BCDC		N/A	STATE		STATE		STATE	STATE
1602 DFG			COUNTY	COUNTY	COUNTY	COUNTY	COUNTY	COUNTY
2080.1 DFG		N/A						
2080(B) DFG		N/A						
Air Quality Permits			COUNTY	COUNTY	COUNTY	COUNTY	COUNTY	COUNTY
Other (specify)								

ATTACHMENT 1

<u>WBS Code</u>	<u>WBS Description</u>	RESPONSIBILITY	
		STATE	COUNTY
3.185	PREPARE BASE MAPS AND PLAN SHEETS DURING PS&E DEVELOPMENT		X
3.205	PERMITS AND AGREEMENTS DURING PS&E COMPONENT		X
3.230	PREPARE DRAFT PS&E		X
3.240	DRAFT STRUCTURES PS&E		X
3.250	FINAL STRUCTURES PS&E PACKAGE		X
3.255	CIRCULATE REVIEW AND PREPARE FINAL DISTRICT PS&E PACKAGE		X
3.260	CONTRACT BID DOCUMENTS "READY TO LIST"		X
3.265	AWARDED AND APPROVED CONSTRUCTION CONTRACT		X
4.195	RIGHT OF WAY PROPERTY MANAGEMENT AND EXCESS LAND		X
4.200	UTILITY RELOCATION		X
4.220	RIGHT OF WAY ENGINEERING		X
4.225	OBTAIN RIGHT OF WAY INTERESTS FOR PROJECT RIGHT OF WAY CERTIFICATION		X
4.245	POST RIGHT OF WAY CERTIFICATION WORK		X
4.300	FINAL RIGHT OF WAY ENGINEERING		X
5.270	CONSTRUCTION ENGINEERING AND GENERAL CONTRACT ADMINISTRATION		X
5.275	CONSTRUCTION ENGINEERING AND GENERAL CONTRACT ADMINISTRATION OF STRUCTURES WORK		X
5.285	CONTRACT CHANGE ORDER ADMINISTRATION		X
5.290	RESOLVE CONTRACT CLAIMS		X
5.295	ACCEPT CONTRACT/ PREPARE FINAL CONSTRUCTION ESTIMATE AND FINAL REPORT		X

16. 08-1058 Department of Transportation recommending the Board authorize the Chair to sign the First Amendment to Implementation Agreement Regarding Processing of Pre-paid El Dorado Hills TIM Fees (West Valley, LLC) with West Valley, LLC amending Section 2 Effect of Agreement.

FUNDING: N/A

This matter was Approved on the consent calendar.

17. 12-0414 Department of Transportation recommending the Board authorize the Chair to sign the First Amendment to Funding, Credit and Reimbursement Agreement Between West Valley, LLC and the County of El Dorado with West Valley, LLC amending Section 10 Traffic Impact Mitigation Fee Increases, Section 20 Insufficiency of Funds/No Acceleration and Section 25 Assignment.

FUNDING: N/A

This matter was Approved on the consent calendar.

18. 12-0420 Department of Transportation recommending the Board authorize the Chair to sign Cooperative Agreement No. 03-0459 (12-53435) with the State of California Department of Transportation for the construction of the U.S. 50 Silva Valley Parkway Interchange Phase 1 Project, CIP No. 71328 pending County Counsel review and approval.

FUNDING: 2004 General Plan Silva Valley Interchange Set Aside Account/Developer Advance and Proposition 1B State-Local Partnership Program Funds.

This matter was Approved on the consent calendar.

19. 12-0419 Department of Transportation recommending the Board authorize the Chair to sign Cooperative Agreement No. 03-0510 (12-53434) with the State of California Department of Transportation for the construction of the U.S. 50 El Dorado Hills Interchange - Phase 2B.1 (AKA HOV Phase 0) Project, CIP No. 53124 pending County Counsel review and approval.

FUNDING: State Corridor Mobility Investment Account Funds and Local Transportation Funds.

This matter was Approved on the consent calendar.