

**CONSTRUCTION RESPONSIBILITY AND REIMBURSEMENT AGREEMENT –
AMENDMENT I
BETWEEN THE COUNTY OF EL DORADO AND THE EL DORADO IRRIGATION DISTRICT
FOR THE COACH LANE SEWER LINE REHABILITATION PROJECT
AGMT 11-53203**

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

RECITALS

WHEREAS, the Board of Supervisors approved the Construction Responsibility and Reimbursement Agreement for the EID Coach Lane Sewer Line Rehabilitation Project on December 7, 2010 for the not-to-exceed amount of \$39,960 for a two (2) inch asphalt concrete (AC) overlay for the southern portion of the street section.

WHEREAS, by agreement and in the process of completing the six-month EID Capital Improvement Project, pavement grinding occurred by EID’s contractor in anticipation of petromat placement and a finishing two (2) inch AC overlay.

WHEREAS, grinding occurred with County oversight and concurrence. Existing asphalt concrete pavement depth was not as originally expected and was unacceptably thin, in some cases only 2 inches thick, exposing uncontained, aggregate base. This condition was not anticipated at the time the parties entered into the Agreement.


NOW, THEREFORE, the County has agreed to reimburse EID for the costs of the aforementioned additional work in the east-bound lane in the amount of \$6,669.43 under the terms and conditions of this Agreement and hereby amends the previously executed Construction Responsibility and Reimbursement Agreement as follows:

A. LIABILITY FOR WORK

1. Paragraph 2 is amended to read:

Except as provided in Sections C-1 and C-2 hereinafter, County and EID agree that County shall be responsible for \$46,629.43 (Forty-Six Thousand Six Hundred Twenty-Nine Dollars and Forty-Three Cents) of the actual costs associated with the Overlay Work, inclusive of any “extra work” that is not foreseen at the time the Project was bid and is not anticipated in the bid documents, but must necessarily be performed in order to address conflicts, changed or differing conditions, or otherwise necessary in order to complete the Overlay Work.


Contract Administrator Concurrence:

By: 

John Kahling, P.E.
Deputy Director, Engineering
Construction Division
Department of Transportation

Dated: 07/06/11

Reviewed & Approved:

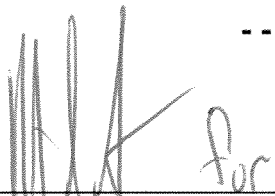
By: 

EID General Counsel's Office

Dated: 9/6/11

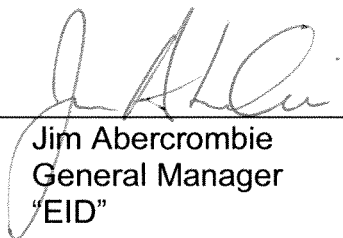
IN WITNESS WHEREOF, the parties have executed this Amendment on the dates indicated below, the latest of which shall be deemed to be the effective date of this Amendment.

-- COUNTY OF EL DORADO --

By:  _____
James W. Ware, P.E.
Director of Transportation
"County"

Dated: 9/14/11

-- EL DORADO IRRIGATION DISTRICT --

By:  _____
Jim Abercrombie
General Manager
"EID"

Dated: 9/6/11