

Meeting of December 5, 2006

By: _____

Contract #: AGMT 06-1298

Caltrans/EI Dorado County Cooperative Agreement – U.S. Highway 50/Missouri Flat Road

RESUBMITTAL

CONTRACT ROUTING SHEET

PROCESSING DEPARTMENT:

Department:

Dept. Contact:

Phone:

Department Head

Signature:

Transportation

Tim Prudhel

x5974

11-29-06

Tim C. Prudhel

Contract Services Officer

CONTRACTOR:

Name:

Address:

Phone:

California Department of
Transportation

703 B Street
Marysville, CA 95901

530-741-5116

CONTRACTING DEPARTMENT: Transportation

Compliance with Human Resources requirements? Yes: N/A No: _____

Compliance verified by: N/A – Caltrans Cooperative Agreement

COUNTY COUNSEL: (must approve all contracts and MOUs)

Approved: ✓ Disapproved: _____ Date: 11/29/06 By: Josh Bick

Approved: _____ Disapproved: _____ Date: _____ By: _____

Caltrans changes made since review
of 11/13 are approved.

Please forward to Risk Management upon approval.

Index Code: 305100

User Code: 71317P

RISK MANAGEMENT: (All contracts and MOUs except boilerplate grant funding agreements)

Approved: _____ Disapproved: _____ Date: _____ By: _____

Approved: _____ Disapproved: _____ Date: _____ By: _____

OTHER APPROVAL (Specify department(s) participating or directly affected by this contract).

Department(s): _____

Approved: _____ Disapproved: _____ Date: _____ By: _____

Approved: _____ Disapproved: _____ Date: _____ By: _____



MAINTENANCE DIVISION:
2441 Headington Road
Placerville CA 95667
Phone: (530) 642-4909
Fax: (530) 642-9238

RICHARD W. SHEPARD, P.E.
Director of Transportation

Internet Web Site:
<http://co.el-dorado.ca.us/dot>

MAIN OFFICE:
2850 Fairlane Court
Placerville CA 95667
Phone: (530) 621-5900
Fax: (530) 626-0387



November 9, 2006

Board of Supervisors
330 Fair Lane
Placerville, California 95667

Title: State of California (Caltrans) – Cooperative Agreement related to U.S. Highway 50/Missouri Flat Road Phase IA Interchange Project (County AGMT 06-1298; Caltrans Agreement 03-ED-50 PM 14.4-15.8)

Meeting Date: December 5, 2006

District/Supervisor: District 3, Supervisor Sweeney

Dear Members of the Board:

Recommendation:

The Department of Transportation (Department) recommends the Board of Supervisors:

1. Approve and authorize the Board Chairman to sign, subject to modification and approval by County Counsel, the Caltrans Cooperative Agreement defining the responsibilities, terms and conditions by which Caltrans and El Dorado County together will cause the construction of the U.S Highway 50/Missouri Flat Road Phase IA Interchange Improvement Project located on State Highway 50 at KP23.1/25.4, (County AGMT 06-1298; Caltrans Agreement 03-ED-50 PM 14.4-15.8).
2. In accordance with the terms of the subject agreement, authorize the Director of Transportation to request, and authorize payment for "State Furnished Materials" generally consisting of, but not limited to; sign panels & hardware, loop detector sensor units, signal control cabinets & appurtenances, and misc. electrical materials for a total not to exceed amount of \$200,000.

Reason for Recommendation:

The Department of Transportation is recommending approval and execution of this Agreement to assist the Department in meeting its goal of delivering U.S. Highway 50/Missouri Flat Road Interchange Project. This agreement defines the roles and obligations of both El Dorado County and Caltrans for the Construction of Phase 1A of this project. A separate agreement will be processed for the Construction of Phase 1B.

The County is the lead agency on the project and will be responsible for the Construction Administration, Inspection, Surveying, and Materials Testing. Caltrans will provide, at no cost to the County, quality assurance and cooperation in timely processing and approval of submittals for the project. Caltrans will also provide, at County's expense "State Furnished Materials" generally consisting of, but not limited to sign panels and hardware, loop detector sensor units,

signal control cabinets and appurtenances and misc. electrical materials. Caltrans provides these materials to insure they are consistent and compatible with their statewide inventory.

Pursuant to the El Dorado County Charter, section 210b (6), the County may enter into any contract or agreement in cases where the Agreement is with or among any other governmental entities or agencies.

In accordance with the Feasibility Analysis, the Department is not required to notify an employees' association regarding this Agreement.

Fiscal Impact:

The only direct fiscal impact of the agreement is the provision for payment of "State Furnished Materials", which are estimated not to exceed \$200,000. Funds for the Phase 1A project are through the 2004 General Plan Traffic Impact Mitigation (TIM) Fee program. The terms of the agreement are consistent with the implementation plan the department has included in the budget for this project.

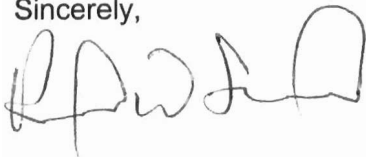
Net County Cost:

There is no cost to the County's General Fund.

Action to be Taken Following Approval:

1. The Board Chairman will sign four originals of Cooperative Agreement (County AGMT 06-1298; Caltrans Agreement 03-ED-50 PM 14.4-15.8), pending County Counsel review.
2. The Board Clerk will forward four originals of the executed Agreement to the Department to send to Caltrans for their review, approval, and signature.
3. A fully executed original Agreement will be returned to the Board Clerk for filing.

Sincerely,

A handwritten signature in dark ink, appearing to read 'RWS', is written over a light gray rectangular background.

Richard W. Shepard, P.E.
Director of Transportation

RWS: ED:mdp

Attachments

COOPERATIVE AGREEMENT

THIS AGREEMENT, ENTERED INTO EFFECTIVE ON _____, 2006, is between the STATE OF CALIFORNIA, acting by and through its Department of Transportation, referred to herein as "STATE", and the

COUNTY OF EL DORADO, a political subdivision of the State of California, referred to herein as "COUNTY".

RECITALS

1. STATE and COUNTY, pursuant to Streets and Highways Code sections 114, 130 and 14529.7(a), are authorized to enter into a Cooperative Agreement for improvements to State highways within COUNTY's jurisdiction.
2. STATE and COUNTY mutually intend to construct a new interchange on United States Highway (US) 50 at Missouri Flat Road in two Stages; Stage 1A, referred to herein as "PROJECT", will provide the following improvements:
 - Replace existing over-crossing structure with a four-lane structure.
 - Improve the eastbound US 50 off-ramp.
 - Realign the existing westbound loop off-ramp to connect to the interim Missouri Flat Road intersection
 - Reconstruct portions of Missouri Flat Road north of the intersection of Prospector Plaza and south of Mother Lode Drive.
3. Stage 2 improvements will be the subject to a separate future agreement.
4. The parties agree that COUNTY will prepare the contract documents, and advertise, award, and administer the construction contract for PROJECT.
5. Pursuant to Government Code section 14529.7(a), COUNTY has requested that the Regional Transportation Planning Agency and the California Transportation Commission (CTC) amend the STIP to allow COUNTY to advance \$11,160,000 in 2006/2007 fiscal year local (non-State, Federal or gas tax) funds toward PROJECT construction. PROJECT is currently programmed with Regional Improvement Program (RIP) funding in the 2008/2009 fiscal year along with other local funds from the current fiscal year. COUNTY request to apply currently programmed 2008/2009 fiscal year RIP funding toward a replacement project, to be determined at a later date.

6. The CTC approved STIP amendment 06S-014 at their September 2006 meeting allowing COUNTY to use local funds to advance and complete PROJECT construction, and the STIP will be amended to reflect CTC's approval of COUNTY's request.
7. Pursuant to Government Code section 14529.7(a), COUNTY is responsible for PROJECT completion.
8. STATE and COUNTY addressed environmental clearance, preliminary engineering, right-of-way, and preparation of Plans, Specifications, and Estimate (PS&E) for PROJECT under the terms of Cooperative Agreement 03-0194, executed on January 8, 2002, and replaced by District Agreement No. 03-0337, on August 15, 2006.
9. The parties now wish to define herein the terms and conditions under which PROJECT is to be constructed, financed, owned, operated, and maintained.

SECTION I

COUNTY AGREES:

1. To pay one hundred percent (100%) of the actual construction capital and support costs required for satisfactory completion of PROJECT, including, but not limited to, State-furnished material.
2. As required by Government Code section 14529.7(a) and STIP amendment 06S-014, the \$11,160,000 for PROJECT construction, as identified in Recitals, Article 5, shall be advanced by COUNTY in the current fiscal year to allow for PROJECT construction.
3. Prior to award of PROJECT construction contract, to submit a written request for any "State-furnished material" identified in the PROJECT plans, specifications, and estimates (PS&E) and as provided in the Special Provisions.
4. To deposit with STATE, within twenty (20) days of receipt of billing thereof (which billing will be forwarded within forty-five (45) days of receipt of COUNTY's request), the estimated cost of said State-furnished materials. Upon receipt by STATE of COUNTY's payment, STATE will make said material available to COUNTY at a STATE-designated site.
5. To pay the amount of STATE's billing, if any, received pursuant to final accounting by STATE, within thirty (30) days of receipt of said billing.
6. To advertise, award, and administer the construction contract for PROJECT in accordance with requirements of the Local Agency Public Construction 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 Labor Code in the same manner as are workers employed by STATE's contractors. COUNTY shall obtain applicable wage rates from the State Department of Industrial Relations and shall adhere to the applicable provisions of the State Labor Code. Violations shall be reported to the State Department of Industrial Relations. The contract shall also include the Federal DBE requirements as contained in Title 49 CFR, Part 23.

7. Construction by COUNTY of those portions of PROJECT which lie within the State highway right-of-way shall not commence until COUNTY's contract plans involving such work, the utility relocation plans, and the right-of-way certification have been reviewed and accepted by STATE and encroachment permits have been issued to COUNTY and COUNTY's contractor.
8. COUNTY's construction contractor shall maintain in force, until completion and acceptance of the PROJECT construction contract, a policy of Contractual 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 insureds. 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.
9. 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 3-1.02 of STATE's current Standard Specifications prior to performing any PROJECT construction work. COUNTY shall defend, indemnify, and hold harmless STATE and its officers, agents, and employees from all claims by stop notice claimants related to the construction of PROJECT.
10. To have PROJECT constructed to the satisfaction of and subject to STATE's acceptance in accordance with the STATE accepted PROJECT PS&E.
11. Contract administration procedures shall conform to STATE's Construction Manual, Local Assistance Procedures Manual, and the PROJECT encroachment permits.
12. Construction within the existing or ultimate State highway right-of-way shall comply with STATE's Standard Specifications, PROJECT Special Provisions, and STATE's Construction Manual.
13. If any existing public or private utility facilities conflict with the construction of PROJECT or violate STATE's encroachment policy, COUNTY shall make all necessary arrangements with the owners of such facilities for their protection, relocation, or removal in accordance with STATE's policy and procedure for those facilities located within the

existing limits of the State highway and in accordance with COUNTY's policy, franchise or contracts for those facilities located outside the existing State highway. The cost of protection, relocation, or removal inside STATE's right-of-way shall be apportioned between the utility owners and COUNTY in accordance with STATE's policy and procedure. COUNTY shall require any utility owner performing relocation work in the State highway right-of-way to obtain an encroachment permit from STATE prior to the performance of said relocation work. The requirements of the most current version of STATE's "Policy on High and Low Risk Underground Facilities within Highway Rights of Way" shall be fully complied with. Any relocated or new facilities shall be correctly shown and identified with any unmodified facilities on the "As-Built" plans.

14. All survey work shall conform to the methods, procedures, and requirements of STATE's Surveys Manual and STATE's Staking Information Booklet. COUNTY will cause permanent re-monumentation of any control or land net monuments destroyed during construction. Land net monuments within State Right of Way need not be re-monumented, but must be referenced. All of the above and existing land net to be shown on a Record of Survey filed with the COUNTY Surveyor in conformance with the California Land Surveyors Act.
15. PROJECT material testing and quality control shall conform to STATE's Construction Manual and STATE's California Test Methods, and shall be performed, at COUNTY's expense, by a material-tester certified by STATE.
16. 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 company, if any, that prepared the PROJECT PS&E or of the construction contractor.
17. At COUNTY's expense, to furnish sufficient qualified support staff, subject to the approval of STATE, to assist the Resident Engineer in, but not limited to, 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 "As-Built" drawings, and other inspection and staff services necessary to assure that the construction is being performed in accordance with PROJECT PS&E. Said qualified support staff shall be independent of the design engineering company and construction contractor, except that the PROJECT designer may check the shop drawings, do soils foundation tests, test construction materials, and do construction surveys.
18. Within sixty (60) days following the completion and acceptance of the PROJECT construction contract, to furnish STATE with two acceptable "As-Built" plan sets. One plan set shall be submitted on a CD ROM in MicroStation (versions 5.0 through 7.0) ".dgn" file format. The second set shall consist of one full sized, hard copy paper plan set and all contract records, including survey documents, microfilm copy of all structure plans

and a right-of-way map showing the location of the overcrossings. All plans and ".dgn" files must be in compliance with the STATE's current CADD Users Manual and Plans Preparation Manual.

19. To retain or cause to be retained for audit by STATE or other government auditors for a period of four (4) years from the date of final payment under the contract, or for local Federal-aid projects for a period of three years from STATE payment of the final voucher, whichever is longer, all records and accounts relating to PROJECT construction. COUNTY shall retain records and accounts longer if required in writing by STATE.
20. If 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. The costs for any removal or protection of that material shall be covered as a PROJECT cost contemplated by this Agreement.
21. COUNTY will perform all PROJECT support services. Should COUNTY request that STATE perform any portion of those support services, COUNTY shall first agree to reimburse STATE for such work pursuant to an amendment to this agreement.
22. 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 the STATE's Construction Manual.

SECTION II

STATE AGREES:

1. At no cost to COUNTY, to provide quality assurance to assure that COUNTY's PROJECT work is performed in full compliance with the approved PROJECT PS&E (contract plans and specifications) and in accordance with STATE's then effective policies, procedures, standards, and practices. This quality assurance oversight function includes both the obligation and the authority to reject noncompliant PROJECT work and materials accepted by COUNTY, to order any actions needed for public safety or the preservation of property, and to assure compliance with all provisions of the encroachment permit(s) issued to COUNTY and COUNTY's contractor.
2. 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 the State highway right-of-way, as more specifically defined elsewhere in this Agreement.
3. To provide, at COUNTY's cost, any "State-furnished material" as requested by COUNTY.

4. To submit an invoice to COUNTY for the estimated cost of any "State-furnished material", based on current data for the specific items requested, within forty-five (45) days of receipt of COUNTY's request for said material.
5. Upon completion of PROJECT and all work incidental thereto, to furnish COUNTY with a detailed statement of the "State-furnished material" costs to be borne by COUNTY. To thereafter refund to COUNTY, promptly after completion of STATE's final accounting of "State-furnished material" costs for PROJECT, any amount of COUNTY's deposit, required in Section I, Article 4, remaining after actual costs for said material 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 in the annual State Budget Act and the action of the California Transportation Commission (CTC) allocating resources to STATE for the purposes of fulfilling STATE's obligations herein. STATE, other the duty to provide oversight and quality assurance as defined in Article 21 of Section I above, has no funds allocated to PROJECT and COUNTY will have no right, under any circumstance, to seek a STATE contribution of funds directly under the term of this Agreement or indirectly as damages for some perceived or alleged breach of this Agreement by STATE.
2. During PROJECT construction, representatives of COUNTY and STATE will cooperate and consult with each other to assure that all PROJECT work is accomplished according to the PROJECT PS&E and STATE's applicable policies, procedures, standards, and practices. STATE's quality assurance representatives who are authorized to enter COUNTY's property during construction for the purpose of monitoring and coordinating construction activities shall verify satisfaction of these requirements.
3. All applicable procedures and policies relating to the use of Federal funds or State gas tax funds shall apply notwithstanding other provisions of this Agreement.
4. As required by Government Code section 14529.7(a), COUNTY shall advance and deliver PROJECT as defined in STIP Amendment 06S-014, approved on September 9, 2006, or PROJECT if subsequently amended by the CTC. Subsequent amendments sought by COUNTY may include, but are not limited to:
 - a. A CTC approved (with concurrence by STATE) STIP amendment to modify the original PROJECT scope of work defined in STIP Amendment 06S-014 such that the revised scope of work may be completed within the limits of the original financial amount set forth herein; and/or

- b. A CTC approved STIP amendment modifying the original financial amount set forth in STIP Amendment 06S-014, either through an additional allocation from the CTC and/or contributions from other fund sources, in order to allow COUNTY to complete the PROJECT as originally scoped.
5. PROJECT PS&E (contract plans and specifications) changes shall be implemented during construction by contract change orders that have been reviewed and concurred with by STATE's representative. 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 the 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.
6. 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.
7. In the event that STATE proposes or requires a change in design standards, implementation of 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 effect of proposed or required change on PROJECT.
8. Any hazardous material or contamination of an HM-1 category found within the existing State highway right-of-way during construction requiring remedy or remedial action, as defined in Division 20, Chapter 6.8 et seq., of the Health and Safety Code, shall be the responsibility of the STATE. Any hazardous material or contamination of an HM-1 category found within the local road right-of-way during construction requiring the same defined remedy or remedial action shall be the responsibility of COUNTY. For the purpose of this Agreement, hazardous material of HM-1 category is defined as that level or type of contamination which State or Federal regulatory control agencies having jurisdiction have determined must be remediated by reason of its mere discovery, regardless of whether it is disturbed by PROJECT or not. STATE shall sign the HM-1 manifest and pay all costs for remedy or remedial action within the existing State highway right-of-way, except that if STATE determines, in its sole judgment, that STATE's cost for remedy or remedial action is increased as a result of proceeding with construction of PROJECT, that additional costs identified by STATE shall be borne by PROJECT. COUNTY shall sign the HM-1 manifest and pay all costs for required remedy or remedial action within any local road right-of-way. STATE will exert every effort to fund the remedy or remedial action for which STATE is responsible by requesting immediate funding action from CTC. In the event STATE is unable to provide funding, COUNTY will have the option to either delay further construction of PROJECT until STATE is able

to provide funding or COUNTY may proceed with the remedy or remedial actions at COUNTY's expense without any subsequent reimbursement by STATE.

9. The remedy or remedial action with respect to any hazardous material or contamination of an HM-2 category found within and outside the existing State highway right-of-way during construction shall be a PROJECT responsibility as a result of COUNTY proceeding with construction of PROJECT. For the purposes of this Agreement, any hazardous material or contamination of HM-2 category is defined as that level or type of contamination which said regulatory control agencies would have allowed to remain in place if undisturbed or otherwise protected in place had PROJECT not proceeded. COUNTY shall sign any HM-2 manifest if construction of PROJECT proceeds and HM-2 material must be removed in lieu of being treated in place.
10. If hazardous material or contamination of either HM-1 or HM-2 category is found during construction on new right-of-way acquired by or on account of COUNTY for PROJECT, COUNTY shall be responsible, at COUNTY's expense, for all required remedy or remedial action or protection in the absence of a generator or prior property owner willing and prepared to perform that corrective work. Nothing in this agreement shall be construed as limiting COUNTY's rights to pursue reimbursement for costs relating to hazardous materials, toxic materials, or other contaminations generated by third parties.
11. Locations subject to remedy or remedial action and/or protection include utility relocation work required for PROJECT. Costs for remedy and remedial action and/or protection shall include, but not be limited to the identification, treatment protection, removal, packaging, transportation, storage, and disposal of such material. Nothing in this paragraph is intended to modify a relationship between COUNTY and a utility company regarding costs of relocation work necessitated by the project. Any Hazardous Material costs resulting from utility work that is the responsibility of the utility company to fund would also be the responsibility of the utility company.
12. The party responsible for funding any hazardous material cleanup shall be responsible for the development of the necessary remedy or remedial action plans and designs. Remedial actions proposed by COUNTY on the State highway right-of-way shall be pre-approved by STATE and shall be performed in accordance with STATE's standards and practices and those standards and practices mandated by those Federal and State regulatory agencies.
13. STATE, in exercising its authority under section 591 of the Vehicle Code, has included any and all of the requirements set forth in Divisions 11, 12, 13, 14, and 15 of the Vehicle Code to the PROJECT 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 or vehicles of personnel retained by COUNTY, and for the protection of the traveling public from injury and damage from such vehicles or equipment.

14. Upon PROJECT completion and acceptance, subject to the approval of STATE, COUNTY will operate and maintain PROJECT facilities at its own cost until a Maintenance Agreement is executed or an existing agreement, if any, is amended to incorporate these new PROJECT facilities located on the State highway.
15. Upon satisfactory completion of all PROJECT work under this Agreement, as determined by STATE, actual ownership and title to materials, equipment, and appurtenances installed within the State highway right-of-way will automatically be vested in STATE, and materials, equipment, and appurtenances installed outside of the State highway right-of-way 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 herein before stated.
16. 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, under or in connection with any work, authority or jurisdiction conferred upon STATE and arising under this Agreement. It is understood and agreed that STATE shall fully defend, indemnify and save harmless the COUNTY and all of its officers and employees from all claims, suits or actions of every name, kind and description brought forth under, including, but not limited to, tortious, contractual, inverse condemnation and other theories or assertions of liability occurring by reason of anything done or omitted to be done by STATE under this Agreement.
17. 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 under or in connection with any work, authority or jurisdiction conferred upon COUNTY and arising under this Agreement. It is understood and agreed that COUNTY shall fully defend, indemnify and save harmless STATE and all of its officers and employees from all claims, suits or actions of every name, kind and description brought forth under, including, but not limited to, tortious, contractual, inverse condemnation and other theories or assertions of liability occurring by reason of anything done or omitted to be done by COUNTY under this Agreement.
18. No alteration or variation of the terms of this Agreement shall be valid unless made by a formal amendment executed by the parties hereto and no oral understanding or agreement not incorporated herein shall be binding on any of the parties hereto.
19. Those portions of this Agreement pertaining to the construction of PROJECT shall terminate upon completion and acceptance of the construction contract for PROJECT by COUNTY with concurrence of STATE, or on January 1, 2010, whichever is earlier in time. However, the ownership, operation, maintenance, indemnification, reimbursement, and claims clauses shall remain in effect until terminated or modified in writing by mutual agreement.

**STATE OF CALIFORNIA
DEPARTMENT OF TRANSPORTATION**

WILL KEMPTON
Director

By: _____
STEVEN E. KIRKPATRICK, Chief
North Region Design & Engineering Services

Approved as to form and procedure:

Attorney, Department of Transportation

Certified as to available funds:

District Budget Representative

Certified as to financial terms and policies:

Accounting Administrator

COUNTY OF EL DORADO

By: JAMES R. SWEENEY
Chairman, Board of Supervisors

Attest:
CINDY KECK
Clerk of the Board of Supervisors

By: _____
Deputy Clerk

I hereby certify upon my own personal
knowledge that budgeted funds are available
for the period and purpose of payment to
STATE stated in the Agreement:

By: RICHARD W. SHEPARD, P.E.
Director of Transportation &
County Contract Administrator

EXHIBIT A COST ESTIMATE BREAKDOWN

Phase of Work	STATE SHARE	COUNTY SHARE
CON Support	0%	100%
CON Capital	0%	100%
Quality Assurance	207,600 (10%)	0%