

CONTRIBUTION AGREEMENT

THIS AGREEMENT, ENTERED INTO EFFECTIVE ON July 19, 2005, is between the STATE OF CALIFORNIA, acting by and through its Department of Transportation, referred to herein as "STATE" and

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 section 114 are authorized to enter into a Cooperative Agreement for improvements to State highways within COUNTY's jurisdiction.
2. COUNTY contemplates the construction of storm water conveyance and treatment facilities on Silvertip Drive adjacent to and on State Route (SR) 89 on the west shore of Lake Tahoe near Meeks Bay, referred to herein as "PROJECT".
3. STATE desires an improvement on SR 89 consisting of a larger capacity cross drain located just north of Silvertip Drive at Post Mile 23.5 and as further described on Exhibit A, attached to and made a part of this Agreement and referred to herein as "IMPROVEMENTS". STATE has requested COUNTY to install IMPROVEMENTS as part of COUNTY's PROJECT. IMPROVEMENTS are estimated to cost \$60,000.
4. The parties hereto intend to define herein the terms and conditions under which IMPROVEMENTS are to be constructed, financed, and maintained.

SECTION I

COUNTY AGREES:

1. To advertise, award, and administer the construction contract for PROJECT and include IMPROVEMENTS as part of PROJECT construction.
2. To construct PROJECT and IMPROVEMENTS in accordance with plans and specifications of COUNTY, to the satisfaction of and subject to the approval of STATE.

3. To submit a bill to STATE fifteen (15) days prior to COUNTY's bid advertising date of a construction contract for PROJECT in the amount of \$60,000, which figure represents the estimated construction engineering and construction cost of IMPROVEMENTS, as described on Exhibit B, attached to and made a part of this Agreement. COUNTY agrees that STATE's total obligation for IMPROVEMENTS shall not exceed the amount of \$75,000 unless additional funds are provided by STATE by amendment to this Agreement.
4. To apply for necessary encroachment permits for required work within State highway right of way, in accordance with STATE's standard permit procedures, as more specifically defined in Section III, Articles 2, 3, and 4, of this Agreement.
5. To furnish STATE, within sixty (60) days following the completion and acceptance of the PROJECT construction contract, a complete set of "As-Built" plans on a CD-ROM in MicroStation ".dgn" file format (version 5.0 through version 7.0). The .dgn files must comply with STATE's current CADD Users Manual and STATE's Plans Preparation Manual. The submittal must also include a copy of all contract records, including survey documents and Records of Survey.
6. Upon completion of PROJECT and all work incidental thereto, to furnish STATE with a detailed statement of the direct costs to be borne by STATE. COUNTY thereafter shall refund to STATE, promptly after completion of COUNTY's final accounting of the cost of IMPROVEMENTS, any amount of STATE's deposit required in Section II, Article 1, remaining after actual direct costs to be borne by STATE have been deducted, or to bill STATE for any additional amount required to complete STATE's financial obligations pursuant to this Agreement.
7. To retain or cause to be retained for audit by STATE or other government auditors for a period of three (3) years from date of final payment, all records and accounts relating to construction of PROJECT.

SECTION II

STATE AGREES:

1. To deposit with COUNTY, within twenty five (25) days of receipt of billing therefore (which billing will be forwarded fifteen (15) days prior to COUNTY's bid advertising date of a construction contract for PROJECT), the amount of \$60,000, which figure represents STATE's estimated share of the cost of work to be performed by COUNTY on STATE's behalf pursuant to this Agreement. STATE's total obligation for the cost of IMPROVEMENTS under this Agreement shall not exceed \$75,000 unless additional funds are provided by STATE by amendment to this Agreement.

2. To pay one-hundred percent (100%) of the actual construction and construction engineering cost of IMPROVEMENTS, including the cost of IMPROVEMENTS construction-related claims, and the cost of COUNTY defense of any of these claims, as determined after completion of work and upon final accounting of costs.
3. 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 in Section III, Articles 2, 3, and 4, of this Agreement.
4. To provide, at no cost to COUNTY, a qualified STATE representative who shall have authority to accept or reject work and materials or to order any actions needed for public safety or the preservation of property, and to ensure compliance with all provisions of the encroachment permit(s) issued to COUNTY and COUNTY's contractor.

SECTION III

IT IS MUTUALLY AGREED:

1. All obligations of STATE under the terms of this Agreement are subject to annual State Budget Act authority, the appropriation of the resources by the Legislature, and the allocation of resources by the California Transportation Commission.
2. Construction by COUNTY of PROJECT or IMPROVEMENTS referred to herein which lie within STATE highway right of way or affect STATE facilities, shall not be commenced until an encroachment permit to COUNTY authorizing such work has been issued by STATE.
3. COUNTY shall obtain aforesaid encroachment permit through the office of State District Permit Engineer. Receipt by COUNTY of the approved encroachment permit shall constitute COUNTY authorization from STATE to proceed with work to be performed by COUNTY or COUNTY representatives within STATE right of way or which affects STATE facilities, pursuant to work covered by this Agreement. COUNTY's authorization to proceed with said work shall be contingent upon COUNTY's compliance with all provisions set forth in said encroachment permit.
4. COUNTY's construction contractor shall also be required to obtain an encroachment permit from STATE prior to commencing any work within State right of way or which affects State facilities. The application by COUNTY's contractor for said encroachment permit shall be made through the office of State District Permit Engineer and shall include proof said contractor has payment and performance surety bonds covering construction of PROJECT.

9. The remedy or remedial action with respect to any hazardous material or contamination of an HM-2 category found within the existing State highway right of way shall be the responsibility of COUNTY, at COUNTY's expense if COUNTY decides to proceed with PROJECT. The remedy or remedial action with respect to any hazardous material or contamination of an HM-2 category found with the existing State highway right of way exclusively within the area disturbed by IMPROVEMENTS shall be a responsibility of COUNTY at STATE's expense, if COUNTY decides to proceed with PROJECT. For the purposes of this Agreement, 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 should PROJECT not proceed. COUNTY shall sign any HM-2 storage manifest if PROJECT proceeds and HM-2 material must be removed in lieu of being treated in place. If COUNTY decides to not proceed with PROJECT, there will be no obligation to either COUNTY or STATE other than COUNTY's duty to cover and protect HM-2 material left in place.
10. Upon completion of construction of IMPROVEMENTS to the satisfaction of STATE, STATE will accept control of and maintain, at its own costs and expense, those portions of IMPROVEMENTS lying within STATE's right of way.
11. Upon completion of all work under this Agreement, ownership and title to all materials, equipment and appurtenances installed within STATE's right of way will automatically be vested in STATE. No further agreement will be necessary to transfer ownership to STATE.
12. Nothing in the provisions of this Agreement is intended to create duties or obligations to or rights in third parties to this Agreement or affect the legal liability of either party to the Agreement by imposing any standard of care with respect to the maintenance of State highways different from the standard of care imposed by law.
13. Neither STATE nor any officer thereof is responsible for any 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 delegated to COUNTY under this Agreement. It is understood and agreed that, pursuant to Government Code section 895.4, COUNTY shall 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 for or on account of injury (as defined in Government Code section 810.8) occurring by reason of anything done or omitted to be done by COUNTY under or in connection with any work, authority or jurisdiction delegated to COUNTY under this Agreement.

14. Neither COUNTY nor any officer or employee thereof is responsible for any damage or liability occurring by reason of anything done or omitted to be done by STATE under or in connection with any work, authority or jurisdiction delegated to STATE under this Agreement. It is understood and agreed that, pursuant to Government Code section 895.4, STATE shall 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 for or on account of injury (as defined in Government Code section 810.8) occurring by reason of anything done or omitted to be done by STATE under or in connection with any work, authority or jurisdiction delegated to STATE under this Agreement.
15. No alteration or variation of the terms of this Agreement shall be valid unless made in writing and signed by the parties hereto, and no oral understanding or agreement not incorporated herein shall be binding on any of the parties hereto.
16. Contract Administrator – The County Officer or employee with responsibility for administering this Agreement is Robert S. Slater, Deputy Director, Engineering, Department of Transportation, or successor.
17. This Agreement shall terminate upon completion of construction of PROJECT and upon final payment to COUNTY by STATE, pursuant to Section II, Article 1, of this Agreement, or on December 31, 2008, whichever is earlier in time.

**STATE OF CALIFORNIA
DEPARTMENT OF TRANSPORTATION**

COUNTY OF EL DORADO

WILL KEMPTON
Director

By: *Steven E. Kirkpatrick* 7/26/05
STEVEN E. KIRKPATRICK, Chief
North Region Design and Engineering

By: *Charlie Paine* 7/19/05
CHARLIE PAINE
Chairman, Board of Supervisors

Approved as to form and procedure:

William B. Beatty
Attorney
Department of Transportation

By: *Deborah Clark* 7/19/05
El Dorado County Clerk of the Board

Certified as to funds:

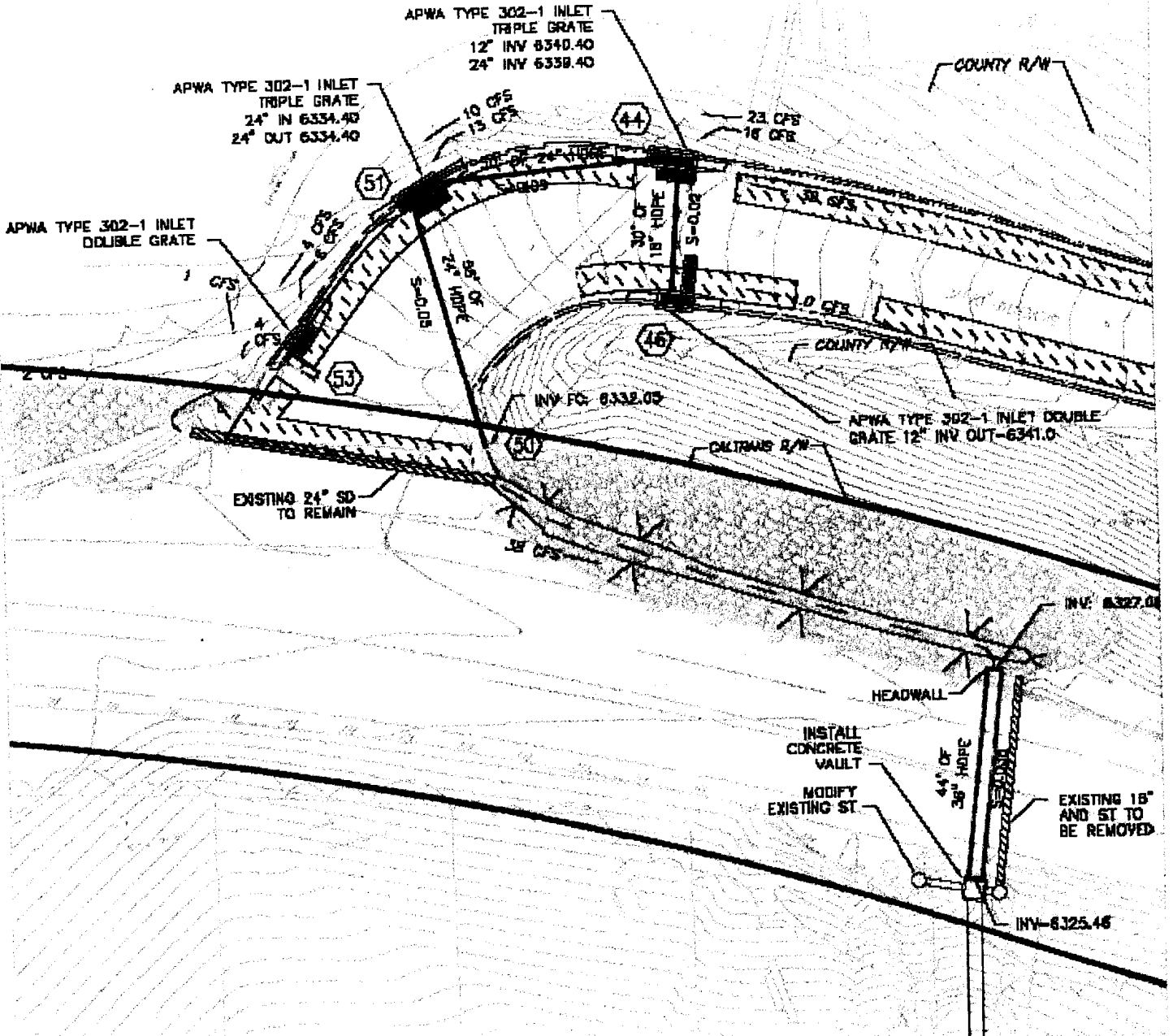
Karen Featherstone
District Budget Representative

Certified as to financial terms and policies:

Judith K. Green
Accounting Administrator



Scale: 1"=30'



Stantec

LEGEND

- NODE NUMBER
- CALTRANS IMPROVEMENTS

Client/Project
EL DORADO COUNTY
DEPARTMENT OF TRANSPORTATION

Figure
2

THE
SILVER TIP EROSION CONTROL PROJECT
PHASE II

EXHIBIT A

**Silvertip Erosion Control Project
Phase 2
Engineer's Estimate**

County Portion ("PROJECT")

Construction Cost	\$137,811.50
Contingencies (10%)	\$13,781.15
Construction Engineering (15%)	\$22,738.90
Subtotal	\$174,331.55

State Portion ("IMPROVEMENTS")

Construction Cost	\$47,160.00
Contingencies (10%)	\$4,716.00
Construction Engineering (15%)	\$7,781.40
Subtotal	\$59,657.40

Total estimated project cost: \$233,988.95

**EL DORADO COUNTY BOARD OF SUPERVISORS
AGENDA ITEM TRANSMITTAL
Meeting of July 19, 2005**

AGENDA TITLE: Silvertip Phase 2 Erosion Control Project (95141) - Plans and Specifications and Caltrans Contribution Agreement

DEPARTMENT: Transportation

DEPT SIGNOFF:

CAO USE ONLY: *CL*

CONTACT: Janel Gifford

DATE: 6/30/2005

PHONE: 7909

[Handwritten Signature]
[Handwritten Signature] 7/16/05

DEPARTMENT SUMMARY AND REQUESTED BOARD ACTION:

The Department of Transportation (DOT) recommends that the Board of Supervisors (Board) take the following actions regarding the Silvertip Phase 2 Erosion Control Project construction: 1) Find that the construction must be performed by an independent Contractor; 2) Approve the Plans and Contract Documents and authorize the Board Chairman to sign the Plans; 3) Authorize advertisement for construction bids; and, 4) Approve and authorize the Board Chairman to sign the Contribution Agreement with the State of California Department of Transportation, subject to minor modifications and contingent upon County Counsel and Risk Management review and approval. All documents related to this agenda item are located in the Public Viewing File.

CAO RECOMMENDATIONS:

Recommend Approval
James Wiltshire
7-12-05

Financial impact? Yes No

Funding Source: Gen Fund Other

BUDGET SUMMARY:

Other: CTC, TRPA, Caltrans, RSTP

Total Est. Cost	\$166,412.00
Funding	
Budgeted*	\$166,412.00
New Funding	_____
Savings	_____
Other	_____
Total Funding	\$166,412.00
Change in Net County Cost	\$0.00

CAO Office Use Only:

4/5's Vote Required Yes No
Change in Policy Yes No
New Personnel Yes No

CONCURRENCES:

Risk Management PENDING
County Counsel ↓
Other CC: AUDITOR-CONTROLLER 7/16/05

*Explain Budgeted in FY 05/06.

BOARD ACTIONS: JUL 19 2005

APPROVED

BOARD
JUL 12 2005

Vote: Unanimous _____ Or

Ayes: SWEENEY, BAUMANN, DUPRAY, PAINE

Noes: NONE

Abstentions: NONE

Absent: NONE

Rev. 04/05

I hereby certify that this is a true and correct copy of an action taken and entered into the minutes of the Board of Supervisors

Date: 7/19/05

Attest: Cindy Keck, Board of Supervisors Clerk

By: *[Handwritten Signature]*