

AMENDED COOPERATIVE AGREEMENT No. A-1

THIS AMENDED AGREEMENT NO. A1, ENTERED INTO EFFECTIVE ON _____, 2008, 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, hereby referred to as "PARTIES", pursuant to Streets and Highways Code section 130, are authorized to enter into a Cooperative Agreement for improvements to State Highways within COUNTY's jurisdictional limits.
2. PARTIES entered into Cooperative Agreement 03-0329, effective July 12, 2006, so that COUNTY could construct a new bicycle and pedestrian overcrossing on United States Highway 50 (US 50) at the El Dorado Hills Boulevard interchange, referred to as "PROJECT".
3. PARTIES are now required to extend the expiration date of this Agreement to complete the Project Approval and Environmental Documents (PA&ED).

IT IS THEREFORE, MUTALLY AGREED

1. Section Recitals 3 is amended in its entirety as follows:

COUNTY intends to prepare Project Approval and Environmental Documents (PA&ED) and will fund one hundred percent (100%) of the PA&ED costs in excess of STATE's contribution. Subject to the California Transportation Commission (CTC) approving COUNTY's application, STATE will program \$200,000 in Regional Transportation Improvement Program-Transportation Enhancements (RTIP-TE) funds for PROJECT PA&ED. Exhibit A-1, attached to and made a part of this Agreement, further details the PROJECT funding allocation.

2. Section I, Article I is amended in its entirety as follows:

To fund one hundred percent (100%) of all PROJECT PR&ED costs which exceed STATE's maximum RTIP-TE allocation of \$200,000.

3. Section II, Article 3 is deleted in its entirety, and all subsequent articles in Section II are renumbered accordingly.

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4. Section II, new Article 3 is amended in its entirety as follows:

Deleted: and all subsequent articles are renumbered accordingly

STATE shall reimburse COUNTY for actual allowable costs incurred in the completion of PA&ED. The total amount payable by STATE to COUNTY under this Agreement shall not exceed \$200,000. This amount may be increased by amendment to this Agreement only after CTC has approved additional funds to be programmed for PROJECT PA&ED.

5. Section III, Mutually Agreed, Article 3 is replaced with the following:

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The party that discovers HM will immediately notify the other party(ies) 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.

6. Section III, Mutually Agreed, Article 4 is replaced with the following:

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

COUNTY, independent of PROJECT, is responsible for any HM-1 found outside existing SHS right of way. COUNTY will undertake HM-1 management activities with minimum impact to PROJECT schedule and will pay all costs for HM-1 management activities.

7. Section III, Mutually Agreed, Article 5 is replaced with the following:

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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 related to HM-2 is a PROJECT construction cost.

Management activities related to either HM-1 or HM-2 include, without limitation, any necessary manifest requirements and designation of disposal facility.

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8. Section III, Mutually Agreed, Article 6 is replaced with the following:

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,

9. Section III, Mutually Agreed, Articles 11, is, replaced with the following:

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 or arising under this agreement. It is understood and agreed that, COUNTY will 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, or other theories or assertions of liability occurring by reason of anything done or omitted to be done by COUNTY under this agreement.

10. Section III, Mutually Agreed, Article 12 is replaced with the following:

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 under or in connection with any work, authority, or jurisdiction conferred upon STATE or arising under this agreement. It is understood and agreed that, STATE will fully defend, indemnify, and save harmless 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, or other theories or assertions of liability occurring by reason of anything done or omitted to be done by STATE under this agreement.

11. Section III, Mutually Agreed, Article 15 is amended in its entirety as follows:

Except as otherwise provided in Section III, Article 11 and 12, this Agreement shall terminate upon completion and acceptance of PA&ED, or on December 31, 2012, whichever is earlier in time.

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STATE OF CALIFORNIA
DEPARTMENT OF TRANSPORTATION

COUNTY OF EL DORADO

Requesting Department Concurrence:

By: _____
JOSEPH C. CAPUTO, II, Chief
North Region Program Project Management

Approved as to form and procedure:
By: _____
Attorney, Department of Transportation

Certified as to funds:

By: _____
District Budget Representative

Certified as to financial terms and policies:

By: _____
Accounting Administrator

By: _____
RICHARD W. SHEPARD
Director, Department of Transportation

By: _____
RUSTY DUPRAY
Chairman, Board of Supervisors

Attest:

By: _____
CINDY KECK
Clerk of the Board of Supervisors

By: _____
Deputy Clerk

EXHIBIT A1
Estimate of Costs

Phase of Work	COUNTY RTIP-TE
PA&ED	\$200,000

SCOPE OF WORK

This Scope of Work outlines the specific areas of responsibility for various project development activities for the proposed bicycle and pedestrian overcrossing at the United States (US) 50 interchange at El Dorado Hills Boulevard.

1. COUNTY and STATE concur that the proposal is a Category 5, as defined in STATE's Project Development Procedures Manual.
2. COUNTY will submit drafts of environmental technical reports and individual sections of the draft environmental documents to STATE, as they are developed, for review and comment. Traffic counts and projections to be used in the various reports shall be supplied by STATE if available, or by COUNTY. COUNTY shall furnish existing traffic data.
3. STATE will review, monitor, and approve all project development reports, studies, and plans, and provide all necessary implementation activities up to but not including advertising of PROJECT.
4. The existing freeway agreement need not be revised.
5. All phases of PROJECT, from inception through construction, whether done by COUNTY or STATE, will be developed in accordance with all policies, procedures, practices, and standards that STATE would normally follow.
6. Detailed steps in the project development process are attached to this Scope of Work. These Attachments are intended as a guide to STATE's and COUNTY's staff.

ATTACHMENT 1
PLANNING PHASE ACTIVITIES

PROJECT ACTIVITY		RESPONSIBILITY	
		STATE	COUNTY
1	ENVIRONMENTAL ANALYSIS & DOCUMENT PREPARATION		
	Establish Project Development Team (PDT)	X	X
	Approve PDT	X	
	Project Category Determination	X	
	Prepare Preliminary Environmental Assessment		X
	Identify Preliminary Alternatives and Costs		X
	Prepare and Submit Environmental Studies and Reports		X
	Review and Approve Environmental Studies and Reports	X	
	Prepare and Submit Draft Environmental Document (DED)		X
	Review DED in District	X	
2	PROJECT GEOMETRICS DEVELOPMENT		
	Prepare Existing Traffic Analysis		X
	Prepare Future Traffic Volumes for Alternatives		X
	Prepare Project Geometrics and Profiles		X
	Prepare Layouts and Estimates for Alternatives		X
	Prepare Operational Analysis for Alternatives		X
	Review and Approve Project Geometrics and Operational Analysis	X	
3	PROJECT APPROVAL		
	Lead Agency for Environment Compliance Certifies ED in Accordance with its Procedures	X	X
	Prepare Draft Project Report (DPR)		X
	Finalize and Submit Project Report with Certified ED for Approval		X
	Approve Project Report	X	