

# FIRST AMENDMENT TO THE CONSTRUCTION RESPONSIBILITY AND REIMBURSEMENT AGREEMENT BETWEEN THE COUNTY OF EL DORADO AND THE EL DORADO IRRIGATION DISTRICT FOR THE GREEN VALLEY ROAD AT TENNESSEE CREEK - BRIDGE REPLACEMENT PROJECT 77109

#### AGMT 09-52686

THIS FIRST AMENDMENT to that Construction Responsibility and Reimbursement Agreement Between the County of El Dorado and the El Dorado Irrigation District for the Green Valley Road at Tennessee Creek - Bridge Replacement Project #77109, AGMT 09-52686 made and entered into by and between 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, whose principal place of business is 2890 Mosquito Road, Placerville, California, 95667 (hereinafter referred to as "EID");

#### RECITALS

WHEREAS, EID has been engaged by County to assist with the relocation of water facilities associated with the new alignment of Green Valley Road in accordance with Construction Responsibility and Reimbursement Agreement Between the County of El Dorado and the El Dorado Irrigation District for the Green Valley Road at Tennessee Creek - Bridge Replacement Project #77109, AGMT 09-52686, dated March 23, 2010, incorporated herein and made by reference a part hereof;

**WHEREAS**, During the review of the Project utility documents and recognizing federal funding has been secured for this Project, Caltrans has directed County to incorporate Title 23 Part 645 of the Code of Federal Regulations (23 CFR 645) into the Agreement;

**WHEREAS**, the parties hereto desire to amend that Construction Responsibility and Reimbursement Agreement Between the County of El Dorado and the El Dorado Irrigation District for the Green Valley Road at Tennessee Creek - Bridge Replacement Project #77109, AGMT 09-52686 to incorporate 23 CFR 645 into the Agreement;

**NOW, THEREFORE,** in consideration of the foregoing and the mutual promises and covenants hereinafter contained, County and EID mutually agree to amend the terms of the Agreement in this First Amendment to Construction Responsibility and Reimbursement Agreement Between the County of EI Dorado and the EI Dorado Irrigation District for the Green Valley Road at Tennessee Creek - Bridge Replacement Project #77109, AGMT 09-52686, as follows:

Insert one (1) additional subitem to Item B – Work to be Done, after subitem 7, and renumber subitem 8 from AGMT 09-52686 to be subitem 9.

B.	Work	/ork to be Done		
	8.	It is understood that said roadway i 23 CFR 645 is hereby incorporate	is a Federal-aid highway and accordingly, d into this Agreement.	
		erein amended, all other terms and co and in full force and effect.	onditions of AGMT 09-52686 shall remain	
Conti	ract Ac	dministrator Concurrence:		
Ву:	Matth Deput Road	lew D. Smeltzer, P.E., ty Director of Engineering, way Design Division rtment of Transportation	Dated:	
Requ	esting	Department Concurrence:		
Ву:		s W. Ware, P.E. tor of Transportation	Dated:	
Revie	wed &	Approved:		

By: \_\_\_\_\_

EID General Counsel's Office

Dated:

**IN WITNESS WHEREOF**, the parties hereto have executed this First Amendment to AGMT 09-52686 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:	Dated:
Board of Supervisors "County"	
Attest: Suzanne Allen de Sanchez Clerk of the Board of Supervisors	
By: Deputy Clerk	Dated:
EL DORADO	IRRIGATION DISTRICT
By: Jim Abercrombie General Manager "EID"	Dated:

### ORIGINAL

## CONSTRUCTION RESPONSIBILITY AND REIMBURSEMENT AGREEMENT BETWEEN THE COUNTY OF EL DORADO AND THE EL DORADO IRRIGATION DISTRICT

### FOR THE GREEN VALLEY ROAD AT TENNESSEE CREEK - BRIDGE REPLACEMENT PROJECT 77109

#### AGMT 09-52686

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 (hereinafter referred to as "Agreement") terms set forth below.

El Dorado County Department of Transportation is replacing the Tennessee Creek Bridge, in addition to realigning and widening Green Valley Road between Kenworth Drive and Rose Springs Lane (hereinafter referred to as "Project"). The work will require relocating water facilities located in the new alignment.

The existing twenty (20) inch water line to be abandoned will be replaced with approximately nine hundred and fifty (950) feet of a new twenty (20) inch waterline to be placed within the realigned roadway. The existing twenty (20) inch water line waterline and associated structures will be removed when required due to roadway grade conflicts, but will otherwise be abandoned in place.

Details of the above scope of waterline work are shown on Exhibit A, marked "Gold Hill Intertie Relocation," incorporated herein and made by reference a part hereof. The existing twenty (20) inch waterline and appurtenances will be abandoned from 'GVR-2' station 11+64, offset 10.8 feet right, to 'GVR-1' station 21+88.49, offset 51.05 feet left, and consists of approximately eight hundred and twenty six (826) feet of in-place abandonment. This waterline abandonment will be replaced with approximately nine hundred and fifty (950) feet of new twenty (20) inch waterline and appurtenances from 'GVR-2' station 11+64, offset 10.8 feet right, to 'GVR-1' station 21+88.49, offset 51.05 feet left.

The existing twenty (20) inch waterline must remain in service during construction; shut down of the existing waterline for purposes of tie-in to the new waterline will require prior approval by EID.

EID has requested that County include the installation of new EID facilities, as detailed in Exhibit A hereto, in County's construction bid package, award documents, and construction contract for the Project and County has agreed to do so under the terms and conditions of this Agreement.

#### A. LIABILITY FOR WORK

Cost for facilities shall be allocated between EID and County as follows:

County and EID have agreed to the abandonment, relocation, and installation of EID facilities as shown in County's improvement plans on sheets W-1 through W-7, namely EID water line as County Project No. 77109 and said sheets are incorporated by reference herein as Exhibit C, and as described in Exhibit A, and as further described herein (hereinafter cumulatively referred to as the "EID Relocation Work"). Except as

El Dorado Irrigation District Green Valley Road at Tennessee Creek Bridge Replacement Project #77109 Page 1 of 11

AGMT 09-52686

provided in Section B-8 and Sections C-1 and C-2 hereinafter, County and EID agree that EID shall be responsible for a proportionate share (77.5%) of the actual costs associated with the EID Relocation Work affected by County's construction project, as expressly identified in Exhibit B marked "Gold Hill Intertie Relocation Cost Estimate," incorporated herein and made by reference a part hereof. All costs for the abandonment and relocation of the EID facilities (exclusive of right of way) shall be calculated based on the following formulae (See Exhibit B):

- a) There is an existing twenty (20) inch water line facility within the project area, portions of which conflict with the proposed road improvements. EID has prior land rights for a portion of the facility such that County is responsible for a portion of the cost of relocating the water line that is in conflict. Exhibit B titled "Gold Hill Intertie Relocation Cost Estimate" identifies the costs related to the water line relocation.
- b) The basis for the relocation cost distribution is the length of pipe to be relocated in existing EID waterline easement (186-feet County share) verses the length of pipe within County roadway right of way (640-feet EID share) shown in Exhibit A. EID is responsible for seventy seven and a half percent (77.5%) of the relocation cost and County is responsible for twenty-two and a half percent (22.5%) of the relocation cost.
- c) County cost for item a) above is estimated to be Sixty Nine Thousand, Six Hundred Seventy Three Dollars and Forty Five Cents (\$69,673.45), including a 10% contingency, as shown on Exhibit B herein.
- d) The EID cost for item a) above is estimated to be Two Hundred Thirty Nine Thousand Nine Hundred Eighty Six Dollars and Thirty One Cents (\$239,986.31), including a 10% contingency, as shown on Exhibit B herein.
- e) The total cost for item a) above is estimated to be Three Hundred Nine Thousand Six Hundred Fifty Nine Dollars and Seventy Six Cents (\$309,659.76), including a 10% contingency, as shown on Exhibit B herein.
- 2. The Project also includes the relocation of an existing six (6) inch waterline, which shall be completed at sole cost of County.
- 3. As the work progresses, County shall submit invoices to EID, no more frequently than monthly, with supporting documentation indicating the percentage of the work completed since the previous submittal and the amount of costs then due and owing. The invoices submitted by County to EID will include an accounting of any amount retained by County from the contractor. EID will not be liable for payment of any retention amount shown on the invoices until County pays retention either to the contractor or subcontractor(s) or into an escrow account as provided under the Public Contract Code, whichever occurs first. EID shall make payment of the amount indicated on the invoice within thirty (30) calendar days of receiving each invoice, unless an invoice is challenged in accordance with subsection (3) herein below, in which case EID shall make payment of that portion of the invoice which is not in dispute within thirty (30) calendar days of receiving the invoice.

- 4. In the event that EID challenges any portion of, or any line item shown on, the invoice from County, then EID shall notify County of such challenge, the basis therefor, and provide adequate justification for the challenge, within ten (10) calendar days of receiving said invoice. If the payment of, or adjustment to, any amount challenged by EID cannot be resolved by the parties within thirty (30) calendar days of notification to County of the challenged amount, then both parties mutually agree to resolve the dispute in accordance with the dispute resolution provisions set forth in County's construction contract.
- 5. The final invoice sent by County to EID shall include and clearly indicate any adjustments made throughout the Project, including the total amount of retention due from all previous invoices, and indicate the final payment required. County shall submit the final invoice no later than sixty (60) calendar days after final payment to County's contractor has been made. EID shall pay the final invoice within thirty (30) calendar days of receipt of invoice, subject to the provisions of Section B-3 of this Agreement regarding submittal by County to EID of as-built drawings.
- 6. The contractor shall provide County with monthly updates per Caltrans specifications for Progress Schedule General (Critical Path Method). County will supply EID with a copy of these monthly updated schedules

#### B. Work to be Done

- 1. In order for County to include the EID Relocation Work in County's bid package, EID shall provide material specifications to County for the work. EID shall include design drawings, specifications and estimates to County for review and incorporation into County's construction contract documents. Except as provided in Section B-6 below, EID is solely responsible for its installed facilities after construction and its acceptance of the facilities. Three copies of the construction bid package/contract prepared by County will be provided to EID. County bid plans and specifications that incorporate EID's various utility designs, prepared by County, shall be reviewed and approved by EID prior to advertising for bids. EID shall be solely responsible for content accuracy, adequacy, and clarity of the bid plans and specifications pertaining to EID installation work. EID shall have fifteen (15) working days to review and approve the bid plans and specifications. In addition to content accuracy, adequacy, and clarity, EID review shall include the following scope:
  - a. Conformance of the EID Relocation Work design with EID, and applicable Caltrans standards, standard drawings and standard specifications; and conformance with EI Dorado County Department of Transportation standards and with the plans, details, and specifications for the Project entitled Green Valley Road at Tennessee Creek - Bridge Replacement, Project 77109.
  - b. Ability of relocation design to meet the same performance standards as the existing EID facilities.

EID's authorized representative may review the lowest responsible, responsive bidder's documents and may provide recommendations, if any, to County within forty-eight (48) hours of bid opening. Notwithstanding that review, County shall have sole authority to

- reject any or all construction bids, resolve any bid protests, and/or to award the construction contract for the entire work.
- 2. EID shall provide, at EID's sole expense, one or more inspectors for all work involving, pertaining to, or affecting EID facilities to verify construction is completed in accordance with EID standards and applicable EID standard drawings and technical specifications.
- County shall provide EID with a set of as-built drawings. At the conclusion of the final
  cost accounting, EID shall retain no more than five percent (5%) of the EID reimbursable
  portion of the total cost associated with EID facilities until as-built drawings are provided
  and approved by EID.
- County shall be solely responsible for all items of contract administration for County's Project, such as surveying and contractor correspondence, except as specified in Sections A-1, B-2, B-8 and D-2 herein.
- 5. All EID Installation Work, inclusive of all extra work and additional work as set forth in Section B-8 herein, performed shall be in conformance with all applicable Caltrans, El Dorado County Department of Transportation, and EID standards and with the plans, details, and specifications for the Project entitled Green Valley Road at Tennessee Creek - Bridge Replacement, Project 77109.
- 6. County's contractor shall provide written guarantee of all of its work for one (1) year from acceptance by County. The guarantee shall inure to both County's and EiD's benefit.
- 7. County shall provide in the Project bid specifications for the Project that the selected contractor shall add EID, and its officials, employees, agents, and representatives as an additional insured on contractor's general liability insurance policy for the Green Valley Road at Tennessee Creek Bridge Replacement, Project 77109.
- 8. It is understood that time is of the essence and that County would be harmed by delays to the Project. In order to avoid delays, County and EID agree that County must maintain administrative control of the Project. To protect County from unnecessary Project delays arising from the EID Relocation Work, County and EID agree that changes to the EID Relocation Work on the Project will be handled in the following manner:
  - a. Extra Work Required: As used in this section, "extra work" means work that is not foreseen at the time the Project is 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 Project. The expense of any increased costs or the credit for any reduced costs resulting from any and all extra work required shall be apportioned in accordance with Sections a-i and a-ii, herein below. EID, at its sole expense, will be responsible for designing and inspecting all facets of any extra work on, related to, or caused by EID facilities.

In the event that a contract change order ("CCO") is required, County will notify EID on the next working day from notification from County's contractor, and within five (5) working days will prepare a CCO. If the CCO impacts construction items of work on the contractor's critical path schedule, EID will then have five (5) working days to review, approve, and return the CCO to County or return it to County for

modification. If the CCO does not impact the critical path schedule, EID will have ten (10) working days to review, approve, and return the CCO to County or return it to County for modification. County will notify EID at the time County submits a proposed CCO to EID whether the CCO impacts the critical path schedule or not. If EID fails to return the submitted CCO to County as approved within the time periods set forth herein, then County will take one of the following actions:

- i. The CCO will be executed by County per the terms, conditions, and price shown on the CCO that had been submitted to EID. EID will be required to reimburse County, in accordance with Section A-1, Liability For Work, for the cost of the CCO.
- ii. County will direct the contractor to perform the work on a force account basis accordance with Caltrans Standard Specification 9-1.03. For extra work performed at force account, EID shall be responsible for inspecting the extra work and tracking the time that the contractor's forces spend pursuing the extra work. On each day that extra work is performed at force account, an EID inspector will prepare and sign a work report that details the labor, equipment, and materials that were used during that day's force account work. Said reports shall be given to County's Resident Engineer for payment processing. EID will be required to reimburse County, in accordance with Section A-1, Liability For Work, for the cost of the force account work.
- iii. County will direct the contractor to stop work on the contract only to the extent reasonably deemed necessary by County. EID will then be responsible for justified costs associated with Project delay arising from the EID work. Such delay costs include but are not limited to right of way delays, extended contractor overhead, additional water pollution control costs due to the Project extending into winter, and equipment rental. EID will be required to reimburse County, in accordance with Section A-1, Liability For Work, for all said delay costs.

When County submits a CCO to EID for EID's review and approval, the CCO will clearly state which of the actions listed above that County intends to take should EID fail to return the CCO to County within the time specified above. In the event that the CCO exceeds One Hundred Thousand dollars (\$100,000), County shall only execute actions ii, or iii above.

It is agreed that all increases or decreases in justified costs associated with CCOs related to EID Relocation Work may include but are not limited to direct construction costs, extended contractor overhead, additional water pollution control costs due to CCOs extending the Project into winter, dust control, and equipment rental.

b. Additional Work: As used in this section, "additional work" means work that is not foreseen at the time the Project is bid, and is not necessary work for the Project but may be desirable for the benefit of the EID facilities. Any and all additional work requested by EID shall be at EID's sole expense. EID, at its sole expense, will be further responsible for designing and inspecting all facets of any additional work requested by EID. In the event that EID desires additional work to be performed by County's contractor, EID shall address its request to County. If a price for additional

work can be directly negotiated between EID and County's contractor, then the additional work will be in accordance with a CCO for the negotiated cost. If County's contractor and EID cannot agree to a negotiated price, EID may request that the work be performed on a force account basis in accordance with Caltrans Standard Specification 9-1.03. For additional work performed at force account, EID shall be responsible for inspecting the additional work and tracking the time that the contractor's forces spend pursuing the additional work. On each day that EID work is performed at force account, an EID inspector will prepare and sign a work report that details the labor, equipment, and materials that were used during that day's force account work. Said reports shall be given to County's Resident Engineer for payment processing. Before any additional work may commence, County must write and execute the CCO for EID's additional work, at EID's direct negotiated price or at force account, whichever is applicable. If the CCO impacts construction items of work on the contractor's critical path schedule, then EID will have five (5) calendar days to review, approve, and return the CCO to County. If the CCO does not impact the critical path schedule, EID will have ten (10) calendar days to review, approve. and return the CCO to County. If EID fails to return the CCO as approved to County within the time periods set forth herein, then County shall have no obligation to compel the contractor to perform the additional work.

It is agreed that all increases or decreases in justified costs associated with CCOs related to additional EID work may include but are not limited to direct construction costs, extended contractor overhead, additional water pollution control costs due to CCOs extending the Project into winter, dust control, and equipment rental.

- c. EID Forces: EID may alternatively request of County that EID use its own forces to perform additional work, as that term is defined hereinabove. The determination of whether to allow the additional work to be done by EID forces shall be within County's sole discretion. In the event County determines to allow EID to perform the additional work, EID shall comply with all conditions of County's standard encroachment permit, inclusive of indemnity and insurance, and shall provide proof of insurance meeting those requirements in advance of the commencement of the work. All additional work performed by EID shall comply with the requirements of this Agreement, with the Project construction schedule and be coordinated with County's contractor work. Any and all of County's contractor justified extra work, claims or delay costs arising from or caused by EID's force work shall be EID's sole responsibility. County and EID will determine in advance of County's approval whether any Project cost savings arise from EID's proposed force work and will mutually agree to whom said cost savings, if any, shall be credited. If the parties cannot reach agreement, County may decline to allow the EID force work.
- C. Duty of Cooperation, Defense and Indemnity of Contractual Claims
  - 1. County has agreed to include the EID Relocation Work within its Project on condition that EID remain solely responsible for the design, operation, inspection, relocation and maintenance of its facilities, and solely responsible for all actual costs associated therewith, and so long as the performance of the EID Relocation Work does not result in any delays to the County's Project. Accordingly, EID shall fully cooperate with County in the timely response to all inquiries, notices, and contractual claims asserted by the County's contractors and subcontractors as they pertain to the EID Relocation Work. Further, EID shall fully cooperate and assist County in the resolution and/or settlement

of all claims from the County's contractor and subcontractors as it relates to the EID Relocation Work. EID shall reimburse County for any amounts paid by County to the County's contractor as a result of the settlement or resolution of said claims in accordance with the parties' respective rights and responsibilities under this Agreement.

2. As between EID and County, EID shall bear the sole and exclusive responsibility for any and all errors and omissions, costs associated with delays, claims, penalties, fines, damages, and liabilities of whatever kind or nature arising from the construction of the EID Relocation Work, whether to the County's contractor or utility performing work in the Project area. Therefore, to the fullest extent allowed by law, EID shall hold harmless, defend at its own expense, and indemnify County and the officers, agents, employees and volunteers of County from any and all fines, penalties, liability, claims, losses, delays, damages or expenses, including reasonable attorney's fees, and economic or consequential losses, which are claimed to or in any way arise out of or are connected with the construction of EID Relocation Work, inclusive of the design, plans and specifications, excepting only the sole or active negligence, or willful misconduct, of the County. Notwithstanding the above, in the event it is ultimately determined that the claim or liability is the result of the joint negligence of County and EID, EID'S obligation to indemnify the County shall be reduced to the extent of County's negligence. However, EID's obligation to defend and indemnify County, except for County's sole and active negligence, shall apply in the first instance and until a determination of respective negligence is made. A determination made of respective liability between the two parties may be made either by agreement between County and EID, or by a court of competent jurisdiction and County shall make any reimbursements required as a result of that determination. Each party shall notify the other party immediately in writing of any anticipated claim or damage related to activities performed under this Agreement. The parties shall cooperate with each other in the investigation and disposition of any claim arising out of the activities under this Agreement, providing that nothing shall require either party to disclose any documents, records or communications that are protected under the attorney-client privilege.

#### D. General Provisions.

- 1. County shall disclose to its contractor for the Project the horizontal and vertical locations of EID facilities as provided by EID to County. County's construction contract for the Project shall require the contractor to indemnify and save harmless and defend, including attorneys fees and expenses, EID, its officials, agents, employees, and representatives from and against any and all claims, liability, losses, and/or causes of action which arise or are claimed to arise from the negligence or willful misconduct of the contractor, its subcontractor(s), or the agents, servants or employees of any of them.
- 2. EID shall reimburse County for EID's portion of Flagging Traffic, Traffic Control Systems, Water and Dust Pollution Control Measures and County Construction Management Costs (which include Soils Testing and Surveying), for the placement of EID's facilities by County's contractor as outlined in this Agreement. All the above listed costs will be calculated at a total of fifteen percent (15%) of EID's direct construction contract costs related to those facilities detailed in Exhibit B.

Listed below is a percentage breakdown of EID's cost responsibilities:

Flagging Traffic	2%
Traffic Control Systems	
Water and Dust Pollution	
Construction Management	10%
	15% Total

See Exhibit B for EID's cost percentage and estimated costs for the above items.

EID shall reimburse County for EID's portion of Mobilization, for the placement of EID's facilities by County's contractor as outlined in this Agreement, for which total cost will be calculated as the actual percentage of the Mobilization bid line item of the total direct construction cost.

EID shall reimburse County for County Construction Management costs for any extra or additional work as defined in Section B-8 above, at a rate of eight percent (8%) of the direct construction cost of the extra or additional work. Any additional flagging, traffic control, water and dust pollution control measures or mobilization required by the extra or additional work shall be included in the direct construction contract cost of the CCO and no additional reimbursement will be added thereto.

- 3. County shall maintain all books, documents, papers, accounting records, and other evidence pertaining to direct construction costs incurred by County related to those facilities detailed in Exhibit B, and shall make such materials available for inspection at County's offices at reasonable times during this Agreement, the Project construction contract period, and for three (3) years from the date of final payment. In order to provide complete information for an audit, the Project billings must show separate detailed and itemized line items of work performed by County's contractor.
- 4. All notices to be given by the parties hereto shall be in writing and served by depositing same in the United States Post Office, postage prepaid and return receipt requested. Notices to County shall be in duplicate and addressed as follows:

To County:

County of El Dorado
Department of Transportation
4505 Golden Foothills Parkway
El Dorado Hills, CA 95762
Attn.: Matthew Smeltzer,
Deputy Director of Engineering,
Roadway Design Division

With a Copy to:

County of El Dorado
Department of Transportation
2850 Fairlane Court
Placerville, CA 95667
Attn.: Tim C. Prudhel,
Contract Services Officer

or to such other location as County directs in writing.

Notices to EID shall be in duplicate and shall be addressed as follows:

To EID:

With a Copy to:

El Dorado Irrigation District 2890 Mosquito Road Placerville, CA 95667 Attn.: Brian Mueller,

2890 Mosquito Road Placerville, CA 95667

El Dorado Irrigation District

Attn.: Cindy Megerdigian,

Water/Hydro

**Engineering Manager** 

Director of Engineering

or to such other location as EID directs in writing.

- 5. The County Officer or employee with responsibility for administering this Agreement is Matthew D. Smeltzer, Deputy Director of Engineering, Roadway Design Division. Department of Transportation, or successor.
- 6. The EID Officer or employee with responsibility for administering this Agreement is Cindy Megerdigian, Engineering Manager, El Dorado Irrigation District, or successor.
- 7. The parties to this Agreement represent that the undersigned individuals executing this Agreement on their respective behalf are fully authorized to do so by law or other appropriate instrument and to bind upon said parties to the obligations set forth herein.
- 8. This Agreement and the attached Exhibits contain all of the terms of agreement between County and EID. All modifications or amendments to this Agreement must be in writing and signed by both parties.
- 9. Any dispute resolution action arising out of this Agreement, including, but not limited to. litigation, mediation, or arbitration, shall be brought in El Dorado County, California, and shall be resolved in accordance with the laws of the State of California.
- 10. If any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will continue in full force and effect without being impaired or invalidated in any way.
- 11. The waiver by either party of any requirements, condition or provision of this Agreement shall not be deemed a waiver of any subsequent breach of that or any other requirement, condition or provision of this Agreement.
- 12. County and EID understand and agree that this Agreement creates rights and obligations solely between County and EID and is not intended to benefit any other party. No provision of this Agreement shall in any way inure to the benefit of any thirdperson so as to constitute any such third-person as a third-party beneficiary of this Agreement or any of its items or conditions, or otherwise give rise to any cause of action in any person not a party hereto.
- 13. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

14. County and EID agree that the following approvals, permits and authorizations per the contract documents will be obtained by County and/or County's contractor prior to the commencement of the Project: the SWPPP, County encroachment permit, all discharge permits, trenching and shoring, grading permits and Dust Control Plan and Asbestos Mitigation Plan. Any other permits, approvals, and authorizations necessary for the commencement of construction of the EID Relocation Work shall be the responsibility of EID. After the issuance of the notice to proceed and commencement of work, if there are any necessary additional permits, approvals and authorizations that arise from or are related to the EID Relocation Work, EID shall be responsible for obtaining said permits, approvals and authorizations in a timely fashion so as not to delay the work. If EID is unable to obtain said permit, approval, or authorization, or to do so will result in a delay in either the EID Installation Work or County's Project as a whole, then either (i) County may issue a CCO deleting the EID work in its entirety if it has not yet commenced, or (ii) if work has commenced on the EID work, EID shall be responsible for all costs and claims associated with the delay, inclusive of delay claims or extra work claims resulting to County's Project as a result of the delay.

Contract	<b>Administrat</b>	or Concurrence:
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By:	- MANO ONAS
	Matthew D. Smeltzer, P.E.
	Deputy Director of Engineering

Roadway Design Division
Department of Transportation

**Requesting Department Concurrence:** 

James W. Ware, P.E.

**Director of Transportation** 

Dated:

2/26/10

Reviewed & Approved:

By:\_\_\_

Dated:

EID General Counsel's Office

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

#### -- COUNTY OF EL DORADO --

Norma Santiago Board of Supervisors

"County"

Dated:

Attest:

Suzanne Allen de Sanchez

Clerk of the Board of Supervisors

Deputy Clark

Dated: 3/23/

-- EL DORADO IRRIGATION DISTRICT --

Mr. Abercrombi

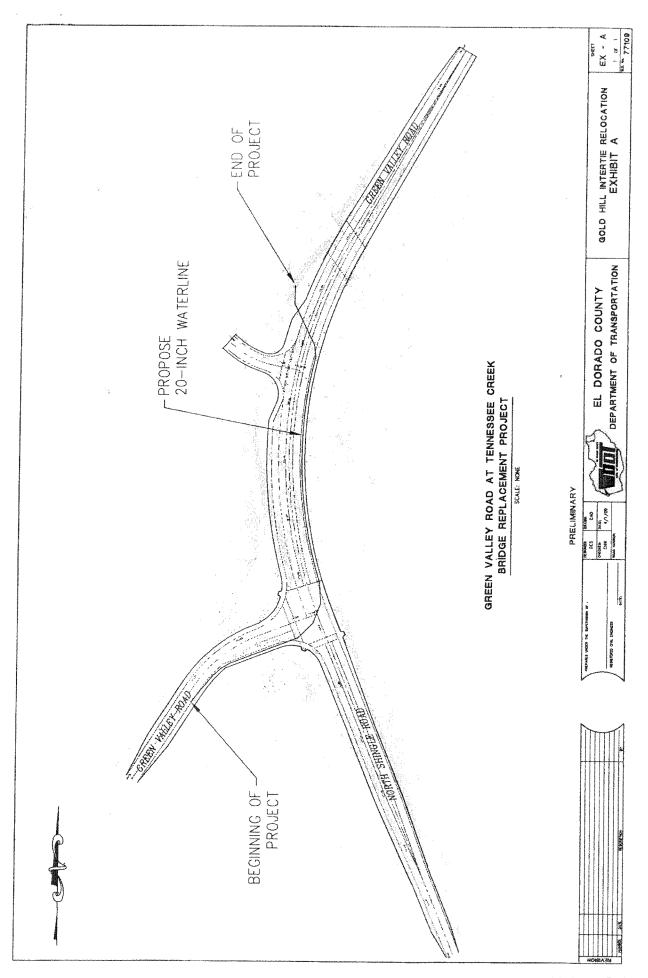
General Manager

FEID'

El Dorado Irrigation District Green Valley Road at Tennessee Creek Bridge Replacement Project #77109

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AGMT 09-52686



# Exhibit B GOLD HILL INTERTIE RELOCATION COST ESTIMATE 2/8/2010

Project #77109 - Green Valley Road at Tennessee Creek Bridge Replacement

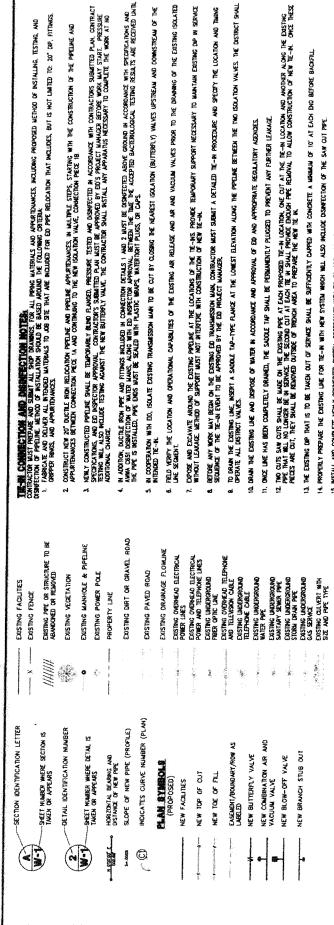
		1		Unit	Total	County Share	EID Share
ltem	Description	Unit	Quantity	Price	Estimate	22.5%	77.5%
	Sheeting, Shoring and Bracing	LS	1	\$ 10,000.00	\$ 10,000.00	\$ 2,250.00	\$ 7,750.0
	20-Inch Transmission Main	LF	950	\$ 140.00	\$ 133,000.00	\$ 29,925.00	\$ 103,075.0
	20-Inch Butterfly Valve	LS	1	\$ 28,000.00	\$ 28,000.00	\$ 6,300.00	\$ 21,700.0
	4-Inch Blow-Off Valve Assembly	LS	1	\$ 2,400.00	\$ 2,400.00	\$ 540.00	\$ 1,860.0
	2-Inch Combination Air Valve Assembly	LS	1	\$ 1,500.00	\$ 1,500.00	\$ 337.50	\$ 1,162.5
6	Surge Relief Bypass	LS	1	\$ 15,000.00	\$ 15,000.00	\$ 3,375.00	\$ 11,625.0
7	Testing and Disinfection	LS	1	\$ 18,969.00	\$ 18,969.00		\$ 14,700.9
8	EID Tie-In Connections	LS	1	\$ 20,000.00	\$ 20,000.00	\$ 4,500.00	\$ 15,500.0
	Construction Cost Subtotal				\$ 228,869.00	\$ 51,495.53	\$ 177,373.4
					· ·		
	Flagging Traffic			2.0%	\$ 4,577.38	\$ 1,029.91	\$ 3,547.4
	Traffic Control Systems			2.0%		\$ 1,029.91	\$ 3,547.4
	Water and Dust Pollution Control			1.0%		\$ 514.96	\$ 1,773.7
	Construction Management			10.0%			\$ 17,737.3
	Mobilization / Demobilization			8.0%		\$ 4,119.64	\$ 14,189.8
	Subtotal				\$ 281,508.87	\$ 63,339.50	\$ 218,169.3
	Contingency			10.0%		\$ 6,333.95	\$ 21,816.9
	Total Construction Costs				\$ 309,659.76	\$ 69,673.45	\$ 239,986.3

#### Exhibit C

#### **EID Relocation Work Improvement Plans**

# Gold Hill Intertie Relocation as part of the

Green Valley Road at Tennessee Creek Bridge Replacement Project



Browng now Piltrojectsco-Logiliecos 601-40jacate 20 math BIPI. Construction Brownst/80599-001 STMSCLS-MSTCS SHEEL and

- 12. TWO CUTS SAW CUTS SHALL BE LANDE ON THE DUSTING PREF AT EACH PROPOSED TRE-IN LOCATION, ONE CLIT AT THE TRE-IN LOCATION AND ANOTHER ALGOIN THE EXISTING PREF PROMOTE THE RELIGIOUS OF SEW TRE-IN. ONCE THESE PROSES ARE CUT, THEY SHALL BE RELIGIOUS OF THE WINDER THE NEW TIE, IN.
- IS. INSTALL AND COMPLETE HEMLY COMPRECTED SYSTEM, COORDONANT WITH ED TO OPEN ISOLATION VALVES AND RESTORE SYSTEM OPERATION.
- 6. ED REQUIRES THAT TR-44 TO ENSTRIC SYSTEM MUST NOT EXCEED AN 8-HOUR TIME POYCO, AND SHALL BE DONE AT MORT THE DURING OFT-PEAK GOAMAD HOURS.

CORROGRAM WOTER. 1. Polythyldde giolae all pppe in acostoamic with the ed dorado instration district standard drawing his wzg.

# CONCRETE NOTES.

- 1. ALL RESPONDE STEEL, MOLIDING WEIDED WATE WESK, SVALL BE OF THE SIZE AND IN THE LOCATION REQUIRED FOR DESIGN LOADS. ALL RESPONDEDS SALL BE STREAMED THE WITHOUT ANY DISPLACEMENT DARWENT THE STREAMED ANY DISPLACEMENT DARWENT BY STREAMED ANY DISPLACEMENT OF AS SPECIFIED STEEL.
- THRUST BLOCKS SHALL CONFORM TO CALTRANS CLASS C SPECIFICATIONS.

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