

ORIGINAL

**TRAFFIC SIGNAL OPERATIONS AND MAINTENANCE AGREEMENT
FOR POST STREET AND TOWN CENTER BOULEVARD
BETWEEN EL DORADO COUNTY AND
THE EL DORADO HILLS TOWN CENTER EAST OWNER'S ASSOCIATION**

AGMT #20-54963

THIS TRAFFIC SIGNAL OPERATIONS AND MAINTENANCE AGREEMENT, hereinafter called "Agreement" made and entered into by and between the **COUNTY OF EL DORADO**, a political subdivision of the State of California (hereinafter referred to as "the County") and **THE EL DORADO HILLS TOWN CENTER EAST OWNER'S ASSOCIATION**, a California nonprofit mutual benefit corporation (hereinafter referred to as "the Association") whose principal place of business is 4364 Town Center Blvd., Suite 310, El Dorado Hills, CA 95762, concerning the **TRAFFIC SIGNAL AT TOWN CENTER BOULEVARD AND POST STREET** in the El Dorado Hills Town Center (hereinafter referred to as "Signal").

RECITALS

WHEREAS, the County and the Association are sometimes hereinafter collectively referred to as the "parties", or individually, as a "party"; and

WHEREAS, the Association has agreed with the County to undertake certain measures, including the installation and maintenance of a traffic signal at the intersection of Post Street and Town Center Boulevard; and

WHEREAS, sections 14 through 16 of the Final Conditions of Approval for the El Dorado Hills Apartments Project ("Project"), as approved by the Board of Supervisors (February 13, 2018, Item 31), state that signal timing plans shall be provided to the County upon initial turn-on and whenever timing plans are changed, or when requested by the County, and that the owner of the right-of-way shall enter into an agreement with the County outlining obligations, rights and terms for operations and maintenance of the Signal; and

WHEREAS, the Association acknowledges that, upon issuance of the Certificate of Occupancy for the Project by the County, it assumes responsibility for maintenance of the Signal as outlined in the Conditions of Approval; and

WHEREAS, the County and the Association desire to enter into this agreement on the terms and conditions set forth herein;

NOW, THEREFORE, the parties hereto in consideration of the recitals, terms and conditions herein, do hereby agree as follows:

SECTION 1. SCOPE OF WORK

1. The Association will agree to allow the County access to the cabinet connected to the Signal. Prior to performing work in the County's signal cabinet at the intersection of Latrobe Road and Town Center Boulevard (Latrobe Road cabinet) or performing work at the Signal that will affect the Latrobe Road cabinet (e.g. timing changes, appurtenance checks, etc.), the Association or its authorized contractor shall provide the County with seventy-two (72) hour notification to allow for County Signal Staff to be on-site for coordination.

2. The Association will provide the County with the current contact information of the authorized contractor responsible for maintenance of the Signal and allow the County to directly contact said contractor if traffic impacts south-bound Latrobe Road. Under the circumstances that the contractor does not respond within one (1) hour due to contractor negligence or lack of maintenance, the Association agrees to allow the County access to the cabinet to fix the condition and back charge the Association for labor and services.

3. The Association agrees to allow the County to perform an annual review of any timing changes made by the Association or the authorized contractor.

4. The Association will perform routine monthly, semi-annual, and annual maintenance to the Signal as outlined in Exhibit A, marked "Scope of Routine Maintenance," incorporated herein and made by reference a part hereof.

SECTION 2. TRAFFIC CONTROL

All work is to be performed within the El Dorado Hills Town Center and road closure of county-maintained roads will not be permitted without prior approval of appropriate authorized County Transportation staff and may require El Dorado County Board of Supervisors approval. A public utility encroachment permit shall be obtained by the Association prior to any work being performed in the County right of way and County staff shall be notified twenty-four (24) hours in advance of any work within the County right of way.

SECTION 3. TIME

The Association shall cause the commencement of work after this agreement is duly signed by the County and the Association. Maintenance activities shall be between 7:00 a.m. and 7:00 p.m. Mondays through Fridays; and 8:00 a.m. and 5:00 p.m. on weekends and federally recognized holidays. If required, emergency work may be performed as needed outside of these hours, with notification made to the Contract Administrator within 24 hours of the beginning of work.

SECTION 4. TERM OF SERVICES

The term of this agreement shall continue in perpetuity and may not be terminated except upon written mutual consent of the parties or for cause.

SECTION 5. INDEMNIFICATION

To the fullest extent permitted by law, the Association shall defend at its own expense, indemnify, and hold the County harmless, its officers, employees, agents, and volunteers, against and from any and all liability, claims, suits, losses, damages, or expenses of every name, kind and description, including attorney's fees and costs incurred, brought for, or on account of, injuries to or death of any person, including but not limited to workers, County employees, and the public, or damage to property, or any economic or consequential losses, which are claimed to or in any way arise out of or are connected with the acts or omissions of the Association or its officers, agents, or employees in rendering the services, operations, or performance hereunder, except for liability, claims, suits, losses, damages or expenses arising from the sole negligence or willful acts of the County, its officers and employees, or as expressly prescribed by statute. This duty of the Association to indemnify and save the County harmless includes the duties to defend set forth in California Civil Code Section 2778.

SECTION 6. ATTORNEY FEES

In any action or proceeding at law or in equity brought to enforce any provision of this Agreement, the prevailing party shall be entitled to all reasonable attorney's fees, costs, and expenses incurred in said action or proceeding.

SECTION 7. TERMINATION AND MODIFICATION

Agreement may only be terminated upon written mutual consent of both parties or by cause. No changes, alterations or modifications may be made to this agreement without El Dorado County Board of Supervisors approval.

SECTION 8. INSPECTION

An authorized representative of the County will perform maintenance inspection and material testing in accordance with the most current State of California, Department of Transportation, Standard Specifications. All testing shall be accomplished to the reasonable satisfaction of the County.

SECTION 9. FEES

The Association shall pay all fees in accordance with Transportation's fee schedules, including but not limited to application, signal timing, signal operations, signal maintenance, subcontractors and administration.

SECTION 10. DEFAULT, TIME TO CURE, AND REMEDY

If either party to this Agreement fails to perform any obligation at the time specified in this Agreement it will constitute a default and the non-defaulting party will give written notice of said default ("Notice") in accordance with the notice provisions of this Agreement. Notice shall specify the alleged default and the applicable Agreement provision. The defaulting party shall cure the default within ten (10) days ("Time to Cure") from the date of the Notice. In the event that the defaulting party fails to cure the default

within the Time to Cure, the defaulting party shall be deemed to be in breach of this Agreement.

SECTION 11. RIGHT-OF-WAY CLEARANCE

There are no Right-of-Way requirements that pertain to this project.

SECTION 12. ASSIGNMENT

Neither party hereto shall assign, or transfer any interest in this Agreement hereunder, without the prior written consent of the other party, and no assignment shall be of any force or effect whatsoever unless and until the other party furnishes such consent in writing, signed by both parties to this agreement.

SECTION 13. CONTRACT ADMINISTRATOR

The County Officer or employee with responsibility for administering this Agreement is Rafael Martinez, Director, Department of Transportation, or successor.

SECTION 14. AMENDMENTS

This agreement may be modified or amended, or any of its provisions waived, only by a subsequent written amendment executed by each of the parties hereto.

SECTION 15. REIMBURSEMENT TO THE COUNTY

The County shall be entitled to reimbursement by the Association of reasonable costs and expenses incurred by the County for maintenance oversight, inspection, right-of-way, signal timing, signal operations, signal maintenance, administration, and acceptance of the work performed pursuant to this Agreement.

SECTION 16. THE SIGNAL/THE ASSOCIATION STATUS

The Association is completing the Signal maintenance as described herein and is acting as an independent agent and not as an agent of the County.

SECTION 17. CONSTRUCTION

This agreement shall be construed as a whole, the captions being for the convenience of the parties only and not intended to describe or define the provisions in the portions of the Agreement to which they pertain. Each party hereto acknowledges and agrees that each has had independent counsel review and participate in the drafting of this Agreement, and each hereby fully waives the application of any law, statute or rule of construction or interpretation to the effect that any ambiguities are to be resolved against the drafting party.

SECTION 18. ASSUMPTION OF LIABILITY

Should the Association find itself unable to maintain the Signal as required or be found in default of this Agreement, liability for maintenance and any and all costs incurred shall be assumed by the owner of the El Dorado Hills Town Center East development, The Mansour Company, or successor.

SECTION 19. NOTICE TO PARTIES

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 the County shall be in duplicate and addressed as follows:

To County:

County of El Dorado
Department of Transportation
2850 Fairlane Court
Placerville, California 95667

Attn: Rafael Martinez,
Director of Transportation

With a copy to:

County of El Dorado
Department of Transportation
2850 Fairlane Court
Placerville, California 95667

Attn: Gregory Hicks, P.E.,
Senior Civil Engineer

or to such other location as the County directs.

Notices to the Association shall be in duplicate and addressed as follows:

El Dorado Hills Town Center Owner's Association
c/o Town Center Management Group, Inc.
4364 Town Center Blvd., Suite
310 El Dorado Hills, CA 95762

Attn: Mr. Kevin Nagle
Chairman of the Board

or to such other location as the Association directs.

SECTION 20. AUTHORIZED SIGNATURES

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.

Requesting Contract Administrator Concurrence and Department Concurrence:

By:  _____
Rafael Martinez, Director
Department of Transportation

Dated: 3/23/21 _____

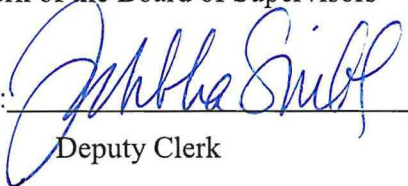
IN WITNESS WHEREOF, the parties have executed this Agreement on the dates indicated below, the latest of which shall be deemed to be the effective date of this Agreement.

--COUNTY OF EL DORADO--

By: 
Board of Supervisors
"County"

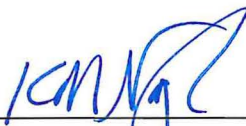
Dated: 4/13/2021

Attest:
Kim Dawson
Clerk of the Board of Supervisors

By: 
Deputy Clerk

Dated: 4/13/2021

--ELDORADOHILLS TOWN CENTER EAST
OWNER'S ASSOCIATION--

By: 
Mr. Kevin Nagle
Chairman of the Board

Dated: 3-11-21

EL DORADO HILLS TOWN CENTER EAST OWNER'S ASSOCIATION

ACKNOWLEDGMENT

State of California
County of El Dorado

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

On March 11, 2021 before me, Tulen Emery, Notary Public,
(here insert name and title of the officer)

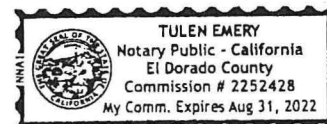
personally appeared Kevin Nagle,

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature 



(Seal)

El Dorado Hills Town Center East Owner's Association

Exhibit A

Scope of Routine Maintenance

SECTION 1. ROUTINE MAINTENANCE

Association shall sustain a program of continuing, comprehensive maintenance, designed to eliminate or reduce the incidence of malfunctions, reduce complaints and extend the useful life of the equipment. The program shall include, but not be restricted to, the following:

1.1 Monthly Routine Maintenance

Association shall provide monthly routine maintenance for the signalized intersection, including but not limited to, all associated equipment, safety lighting, cabinet components, pedestrian signals, battery backup systems, and emergency vehicle optical detectors.

Monthly routine maintenance shall include those tasks listed in the "Monthly Routine Maintenance Checklist," incorporated herein. Association shall utilize the "Monthly Routine Maintenance Checklist" form supplied for each inspection of the signal. Association shall submit copies of the "Monthly Routine Maintenance Checklist" to the Contract Administrator.

Replacement of parts during monthly preventive maintenance shall be approved in advance by the Contract Administrator, or designee.

1.2 Semi-Annual Routine Maintenance

Association shall provide semi-annual routine maintenance for all signalized intersections, including but not limited to, all associated equipment, safety lighting, signal heads, cabinet components, pedestrian signals, battery back up systems, and emergency vehicle optical detectors.

Semi-annual routine maintenance shall be conducted during the month specified in advance by the Contract Administrator and shall include those tasks listed in the "Semi-Annual Routine Maintenance Checklist," incorporated herein. Association shall utilize the "Semi-Annual Routine Maintenance Checklist" form supplied for each inspection of the signal. Association shall submit copies of the "Semi-Annual Routine Maintenance Checklist" to the Contract Administrator.

Monthly and semi-annual routine maintenance shall include an "after dark" visual inspection of all lighting associated with signalized intersections covered by this Agreement. Immediately following each inspection, Association shall submit to the Contract Administrator a report itemizing any deficiencies, with recommendations and an estimate for any repairs deemed necessary.

Replacement of parts during semi-annual preventive maintenance shall be approved in advance by the Contract Administrator, or designee.

1.3 Annual Maintenance - Conflict Monitoring Unit (CMU) and Malfunctioning Monitoring Units (MMU) Testing and Certification

Association shall provide annual testing and certification of the CMU and MMU card units at the signal location in the field. Testing may be performed at the same time the routine monthly maintenance or semi-annual maintenance is performed, and shall be completed within ten (10) calendar days of commencing. Association shall notify County forty-eight (48) hours prior to testing the CMU and/or MMU. Passing test reports shall be printed in duplicate. One (1) passing report shall be attached to the CMU or MMU card handle, as applicable, inside the signal controller cabinet. One (1) passing test report for each CMU and MMU shall be provided to County. Association shall notify County of CMU and/or MMU test failure, and document the test failure on the annual checklist for the specific signal location where it occurs.

Replacement of CMU and/or MMU cards, units or parts may not occur without advance approval by the Contract Administrator, or designee. Association shall utilize the "Annual CMU and MMU Test Report Checklist" form supplied to document testing each CMU and MMU unit. Association shall submit a copy of the "Annual CMU and MMU Test Report Checklist" to the Contract Administrator.

SECTION 2. EMERGENCY SERVICE

Association shall maintain a single local or toll-free telephone number during the entire term of this Agreement where it can be reached twenty-four (24) hours per day, three hundred sixty-five (365) days per year. After receiving a phone call at that number, the Association will then contact the Contract Administrator via telephone call to determine the specific services for each assignment, and County shall provide written approval in the form of a follow-up email by the Contract Administrator.

To distinguish between a regular maintenance call and an emergency call, the calling party shall state that the call is for "Emergency Service" and indicate the date and time of the call.

"Black" signals, signal equipment knockdowns, a signal displaying a conflict, or a signal with two (2) or more indications out shall be considered an "emergency." Association shall respond and arrive at the emergency site within two and half (2 1/2) hours of notification by County. The Association may when responding to an emergency call replace equipment as necessary without obtaining the prior approval of the County.

All other calls shall be handled on a non-emergency basis. Non-emergency calls shall be responded to during regular working hours and within twenty-four (24) hours of notification by County.

In the event of a knock down, Association shall provide temporary emergency replacement equipment of a type acceptable to County until permanent repair can be accomplished at no additional cost to County.



**COUNTY OF EL DORADO
DEPARTMENT OF TRANSPORTATION**

Monthly Routine Maintenance Checklist

| | | |
|--|---------------|----------------|
| Intersection: | | |
| Date: | Start Time: | Time: |
| Equipment | Status | Remarks |
| Controller Cabinet | | |
| Visually inspect cabinet and electrical svc. for damage | | |
| Check lock operation on door, service pedestal, police panel | | |
| Check door function and gasket condition | | |
| Clear any obstructions from around door | | |
| Check ventilation fan and thermostat operation | | |
| Check cabinet light and switch operation | | |
| Check air filter condition (change if necessary) | | |
| Check cabinet light and switch | | |
| Visually check all cabinet components for proper operation | | |
| Controller | | |
| Visually inspect controller for proper operation | | |
| Verify all controller LEDs are working | | |
| Verify controller display is working | | |
| Verify timing and coordination are correct | | |
| Verify phases on recall | | |
| Emergency Vehicle Optical Detectors | | |
| Verify proper operation | | |
| Pedestrian Signals/Pedestrian Heads | | |
| Verify proper operation of pedestrian heads by activating push buttons | | |
| Visually inspect noting condition and proper operation | | |
| Ensure pedestrian signal heads properly aimed | | |
| Inspect lens condition | | |
| Verify push button condition and operation | | |
| Vehicular Signals/Signal Heads | | |
| Visually inspect noting condition and proper operation | | |
| Verify proper operation of vehicular signal heads | | |
| Inspect signal lens condition | | |
| Inspect lamps | | |
| Ensure Programmed visibility heads functioning and aimed correctly | | |

Monthly Routine Maintenance Checklist (Page 2)

| Equipment | Status | Remarks |
|---|---------------|----------------|
| Mast Arm, Mounted Signs | | |
| Visually inspect mast arm mounted signs noting condition | | |
| Battery Backup System | | |
| Visually inspect system | | |
| Verify system is online | | |
| Verify system functions as designed when power removed | | |
| Verify batteries are charged | | |
| Record the number of failures/duration - reset | | |
| Detectors and Loops | | |
| Verify all loops working | | |
| Verify detector functions properly | | |
| Safety and Associated Signal Lighting | | |
| Conduct an "after dark" inspection of traffic signals, pedestrian signals, luminaires and lighted street name signs | | |
| | | |



**COUNTY OF EL DORADO
DEPARTMENT OF TRANSPORTATION**

Semi-Annual Routine Maintenance Checklist

| | | |
|---|---------------|----------------|
| Intersection: | | |
| Date: | Start Time: | End Time: |
| Equipment | Status | Remarks |
| Controller Cabinet | | |
| Verify all appropriate documentation is in cabinet | | |
| Clean and vacuum controller cabinet and contents | | |
| Replace cabinet air filter | | |
| Visually check for signs of water accumulation or damage | | |
| Lubricate all hinges and door locks on controller cabinet and service pedestal | | |
| Check and record voltage levels at PDA and service input to cabinet | | |
| Safety and Associated Signal Lighting | | |
| Conduct an "after dark" inspection of traffic signals, pedestrian signals, luminaires and lighted street name signs | | |
| Controller | | |
| Check for proper time setting of controller | | |
| Emergency Vehicle Optical Detectors | | |
| Inspect and clean lenses | | |
| Ensure devices are properly aligned | | |
| Pedestrian Signals/Pedestrian Heads | | |
| Inspect heads for defects and deficiencies | | |
| Clean faces on all LED modules | | |
| Ensure heads are secure and properly aligned | | |
| Vehicular Signals/Signal Heads | | |
| Clean all signal heads and LED lenses | | |
| Ensure all signal heads are secure and properly aligned | | |
| Inspect heads for defects and deficiencies | | |
| Clean all visors | | |
| Mast Arm, Mounted Signs | | |
| Inspect and adjust and/or tighten mast arm sign hardware as needed (check vertical clearance) | | |

Semi-Annual Routine Maintenance Checklist (Page 2)

| Equipment | Status | Remarks |
|---|---------------|----------------|
| Battery Backup System | | |
| Check battery voltage and available current output, make recommendations for battery replacement when necessary | | |
| Test charging system | | |
| Clean system | | |
| Check all connections and clean terminals | | |
| Road/Loops | | |
| Visually inspect roadway condition around loop detectors for exposed wires, cracks and potholes | | |
| Check detector amplifiers and tune if necessary | | |
| Check ground road clamp and wire | | |
| Check operation of ground fault receptacle | | |
| Check hand hole covers to assure they are in place | | |
| Locate, clear and clean all pull boxes | | |
| Visually inspect integrity of splices | | |
| | | |

