

AGENDA ITEM 1 D  
Consent Item

**MEMORANDUM**

**DATE:** August 3, 2023

**TO:** El Dorado County Transit Authority

**FROM:** Brian James, Interim Executive Director

**SUBJECT:** Approve Reimbursement Agreement between Toll West Coast LLC and the El Dorado County Transit Authority for construction work at the Bass Lake Hills Park and Ride

**REQUESTED ACTION:**  
**BY MOTION,**

1. Approve Reimbursement Agreement with Toll West Coast LLC for construction work at the Bass Lake Hills Park and Ride
2. Authorize the Interim Executive Director, Executive Director or his/her designee to approve revisions to the Reimbursement Agreement for construction of the Park and Ride and any related documents necessary to manage the project within the adopted budget for Capital Improvement Plan Project #22-04
3. Find that under the terms of the Reimbursement Agreement that reimbursement to Toll West Coast LLC for work performed as a change order between Toll and Veerkamp General Engineering, Inc. is in the best public interest for El Dorado County Transit Authority.

**BACKGROUND**

The Bass Lake Hills Park and Ride is an active capital project that is included in the El Dorado County Transit Authority (El Dorado Transit) Capital Improvement Project #22-04 for the build-out of a new park and ride at 1900 Old Bass Lake Road in El Dorado Hills. See Attachment A for the project layout.

In 2018, through Irrevocable Offers of Dedication provided by a developer, El Dorado Transit took title to portions of two parcels on the west side of Bass Lake Road at the future Country Club Drive, totaling 2.4 acres for the planned Bass Lake Hills Park and Ride. Rough grading of the site, as part of the reconstruction of Bass Lake Road at the Country Club Drive intersection, was completed in 2020. The Conditions of Approval for the Bass Lake North subdivision which is now owned by Toll West Coast LLC (Toll) requires the developer to construct the first half

(100 spaces) of the park and ride facility. That construction will create the basic park and ride facility, which includes drainage, finish grading and paving.

Additional required improvements that will need to be completed as part of the first phase of the facility construction that will be the responsibility of El Dorado Transit will include signage, landscape design and installation, water supply, electric utilities, and lighting.

## **DISCUSSION**

El Dorado Transit staff coordinated with Toll staff to prepare a Reimbursement Agreement to facilitate the completion of the additional electric utilities and lighting work that is required by El Dorado County as part of the first phase of the facility construction. The draft agreement included as Attachment B lists the scope of work for the project. The agreement has received approval as to form by legal counsel.

In order to meet the County requirements for landscaping pursuant to the Bass Lake Hills Specific Plan, Transit has contracted with Fuhrman Leamy Land Group to prepare a comprehensive landscape plan, which upon review and approval by the County, will require a separate public bidding process. It is anticipated that the results of the public bid by Transit will be brought back to the Board of Directors for formal contract approval in the September 7, 2023.

With the requested action, staff is seeking approval to execute the attached Reimbursement Agreement with Toll West Coast LLC, including the proposed Scope of Work in the amount of \$130,835.50 (“Work Reimbursement Amount”) plus \$50,000 (Additional Work Reimbursement Amount”) for unforeseen construction tasks, for a total of \$180,835.50; and authorize the Interim Executive Director, Executive Director or his/her designee to approve revisions to the Reimbursement Agreement for construction of the Park and Ride and any related documents necessary to manage the project within the adopted budget for Capital Improvement Plan Project #22-04.

## **FISCAL IMPACT**

### *COST SUMMARY (ESTIMATE)*

	<u>Proposed Budget</u>
Bass Lake Hills Lighting and Electrical Installation	\$130,836
Work Reimbursement Amount	
Additional Work Reimbursement Amount	<u>\$ 50,000</u>
<i>Total Project Cost</i>	<i>\$180,836</i>

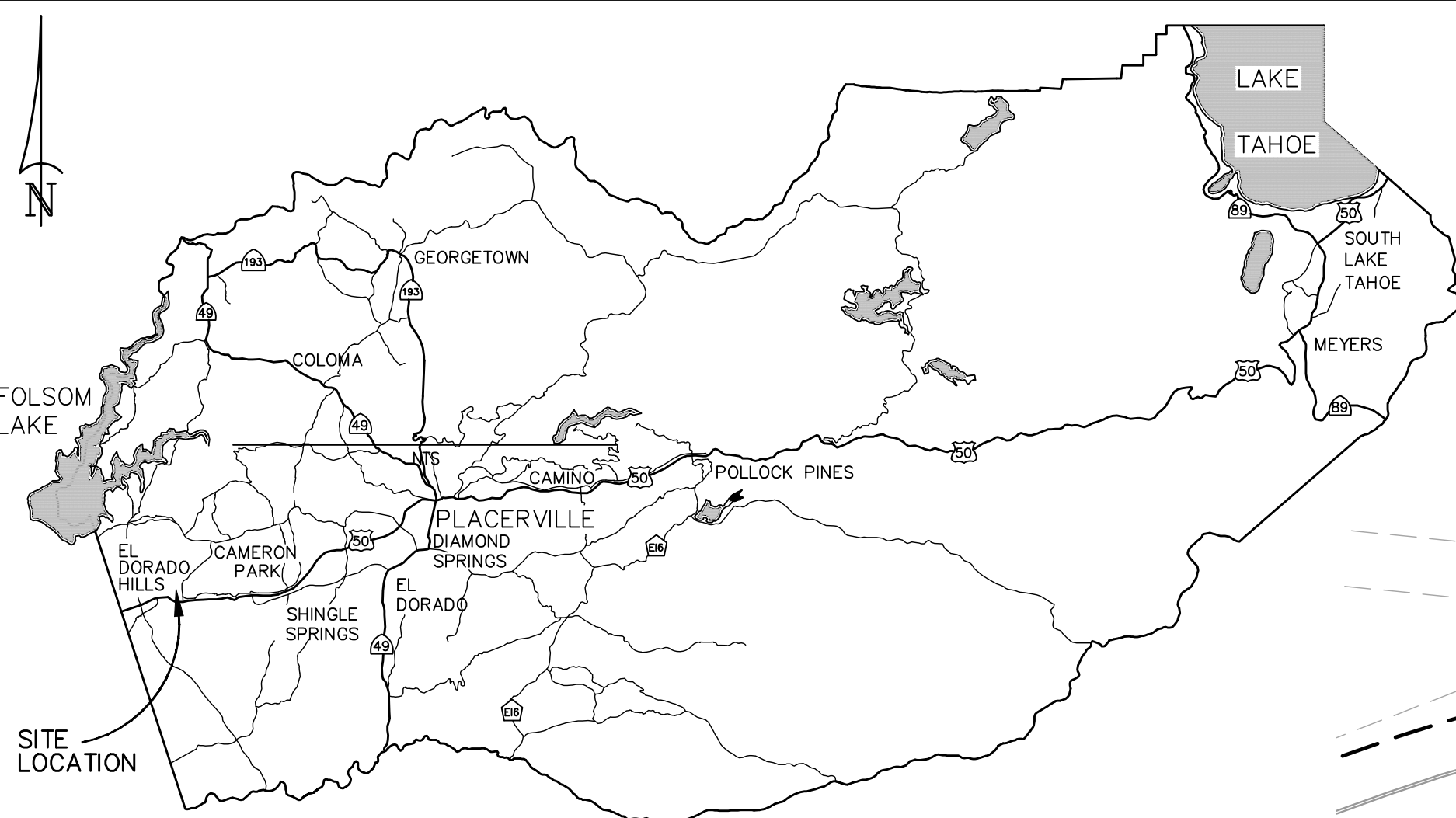
### *FUNDING SOURCES*

Transportation Development Act (TDA)	<u>\$180,836</u>
<i>Total Revenue</i>	<i>\$180,836</i>

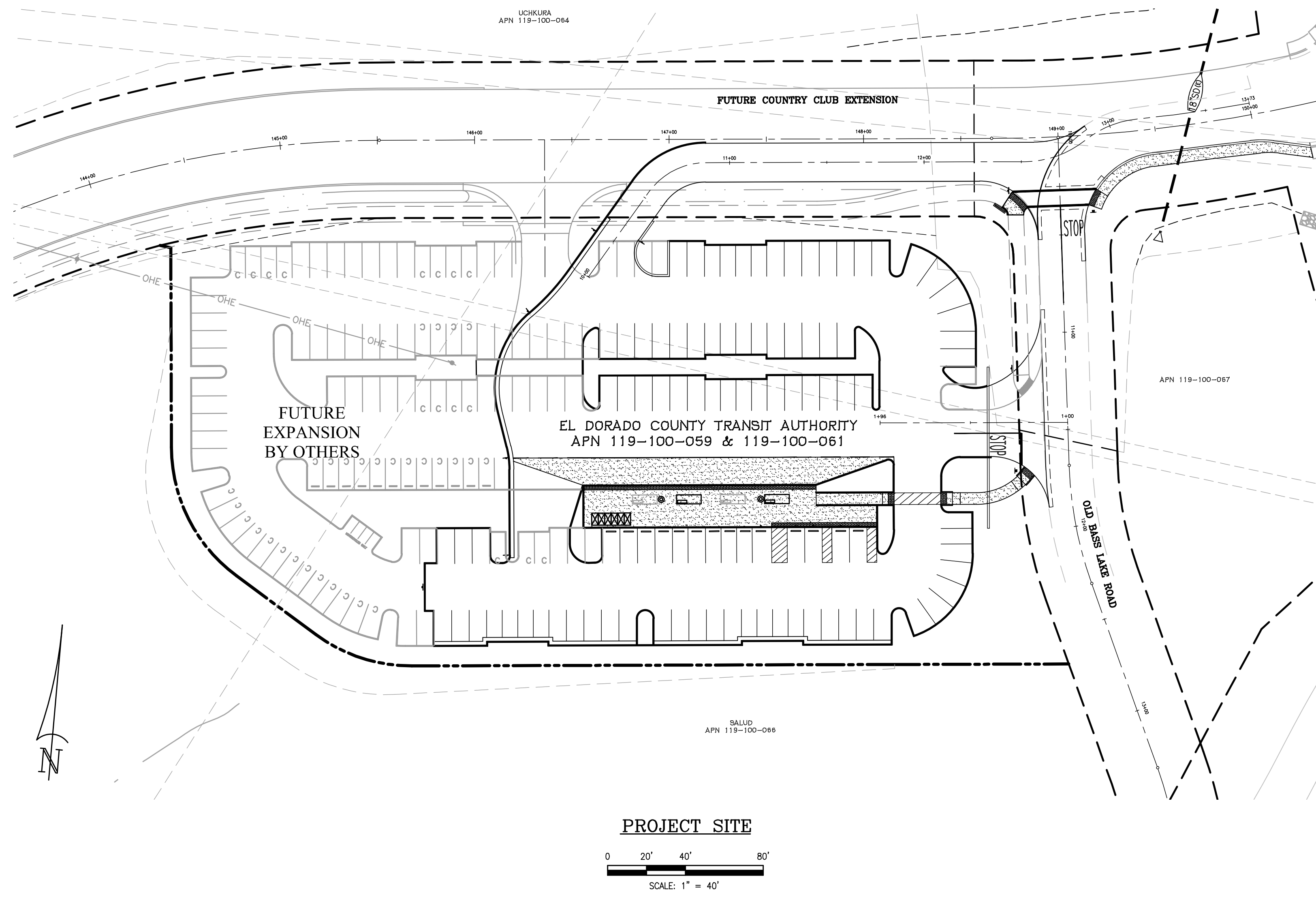
# IMPROVEMENT PLANS FOR BASS LAKE HILLS PARK & RIDE AH 21-0003

SHEET INDEX

- COVER SHEET
- CONSTRUCTION NOTES
- CONDITIONS OF APPROVAL - SHEET 1
- CONDITIONS OF APPROVAL - SHEET 2
- CONSTRUCTION DETAILS - SHEET 1
- CONSTRUCTION DETAILS - SHEET 2
- SECTIONS
- DIMENSIONED SITE PLAN
- IMPROVEMENT PLAN
- TEMPORARY ACCESS DRIVE - PLAN AND PROFILE
- EROSION CONTROL NOTES
- EROSION CONTROL PLAN
- STRIPING AND SIGNAGE PLAN
- ELECTRICAL GENERAL NOTES AND LEGEND
- ELECTRICAL SPECIFICATIONS
- ELECTRICAL SPECIFICATIONS
- ELECTRICAL PLAN
- ELECTRICAL PLAN DETAILS
- ELECTRICAL PHOTOMETRIC PLAN
- ELECTRICAL POWER DISTRIBUTION WORKSHEET
- ELECTRICAL OUTDOOR LIGHTING WORKSHEET
- STRUCTURAL NOTES



VICINITY MAP



### ABBREVIATIONS

AB	AGGREGATE BASE
AC	ASPHALT CONCRETE
AV	AIR RELIEF VALVE
BC	BEGIN CURVE
BNDY	BOUNDARY
BF	BLIND FLANGE
BOV	BLOW OFF VALVE
BV	BUTTERFLY VALVE
BW	BOTTOM OF WALL
C	CONCRETE
CDS	CONTINUOUS DEFLECTIVE SEPARATION
C&G	CURB & GUTTER
CL	CENTERLINE
CMF	CORRUGATED METAL PIPE
CONST	CONSTRUCT
CR	CURB RETURN
DI	DRAIN INLET
DIA	DIAMETER
DWG	DRAWING
DRWY	DRIVEWAY
(E)	EXISTING
EC	END CURVE
EG	EXISTING GROUND
EP	EDGE OF PAVEMENT
ESMT	EMERGENCY SERVICE ACCESS
EVA	EMERGENCY VEHICLE ACCESS
FES	FLARED END SECTION
FC	FACE OF CURB
FH	FIRE HYDRANT
FL	FLOW LINE
FG	FINISHED GRADE
GR	GRATE
GV	GATE VALVE
HDC	HIGH DEFLECTION CURVING
HDPE	HIGH DENSITY POLYETHYLENE
HP	HIGH POINT
INTX	INTERSECTION
INV	INVERT ELEVATION
LF	LINEAR FEET
LIP	LIP OF GUTTER
LP	LOW POINT
MH	MANHOLE
NTS	NOT TO SCALE
(P)	PROPOSED
PC	POINT OF CURVATURE
PCC	POINT OF COMPOUND CURVATURE
PCC	PORTLAND CEMENT CONCRETE
PG	PROPOSED GRADE
PL	PROPERTY LINE
PCC	POINT OF CONNECTION
PRC	POINT OF REVERSE CURVATURE
PT	POINT OF TANGENCY
PUE	PUBLIC UTILITY EASEMENT
PSE	PUBLIC SERVICE EASEMENT
PV	PAVEMENT
PVC	POLYVINYL CHLORIDE
R	RADIUS
RCF	REINFORCED CONCRETE PIPE
RP	REDUCED PRESSURE OR RADIUS POINT
RW	RIGHT-OF-WAY
R/W	RIGHT-OF-WAY
S/E	SLOPE EASEMENT
SBL	SET BACK LINE
SD	STORM DRAIN
SDE	STORM DRAIN EASEMENT
SDMH	STORM DRAIN MANHOLE
SS	SANITARY SEWER
SSCO	SANITARY SEWER CLEAN OUT
SSE	SANITARY SEWER EASEMENT
SMH	SANITARY SEWER MANHOLE
STA	STATION
STD	STANDARD
TBC	TOP BACK OF CURB
TBW	TOP BACK OF WALK
TC	TOP OF CURB
TC	TEMPORARY CONSTRUCTION EASEMENT
TOE	TOE OF SLOPE
TOP	TOP OF SLOPE
TW	TOP OF WALL
TY	TYPICAL
W	WATER LINE
WLE	WATER LINE EASEMENT
WFF	WELDED WIRE FABRIC

### LEGEND

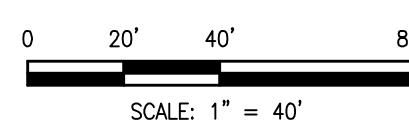
#### ROADS & MISCELLANEOUS

---	PROPOSED	---	EXISTING
---	PROJECT BOUNDARY	---	
---	CENTERLINE	---	
---	RIGHT OF WAY	---	
---	EASEMENT	---	
---	TYPE 2 C&G	---	
+	STREET SIGN	+	
+	STOP SIGN	+	

#### GRADING & DRAINAGE

TOP	CUT OR FILL SLOPE	TOP	
TOP	DITCH	TOP	
TOP	TREE PROTECTION FENCE	TOP	
TOP	TREE TO BE REMOVED	TOP	
TOP	PIPE SHOWING DIRECTION OF FLOW & PIPE SIZE	TOP	
TOP	MANHOLE (MH)	TOP	
TOP	DROP INLET (DI) / CATCH BASIN (CB)	TOP	

### PROJECT SITE



### GRADING AND GEOTECHNICAL SPECIFICATIONS

ALL GRADING SHALL BE DONE UNDER OBSERVATION AND TESTING BY A QUALIFIED CIVIL ENGINEER OR GEOTECHNICAL ENGINEER AND IF REQUIRED BOTH A QUALIFIED CIVIL ENGINEER OR GEOTECHNICAL ENGINEER AND AN ENGINEERING GEOLOGIST. ALL GRADING MUST BE PERFORMED IN ACCORDANCE WITH APPLICABLE COUNTY ORDINANCES AND THE RECOMMENDATIONS AND SPECIFICATIONS SET FORTH IN THE SOILS REPORT OR GEOLOGICAL/GEOCHEMICAL INVESTIGATION ENTITLED:

### EARTHWORK QUANTITIES

CUT: 137 CY  
FILL: 6280 CY

### AREA OF DISTURBANCE

1,824 AC

### REFERENCES

- CALTRANS STANDARD PLANS MAY 2018 ISSUE
- CALTRANS STANDARD SPECIFICATIONS MAY 2018 ISSUE
- COUNTY OF EL DORADO DESIGN AND IMPROVEMENT STANDARDS MANUAL ADOPTED, MAY 27, 1986 RESOLUTION NO. 136-86 REVISED: MAY 18, 1990 RESOLUTION NO. 128-90 REVISED: MARCH 8, 1994 RESOLUTION NO. 58-94

### SOILS ENGINEER

YOUNGDAHL CONSULTING GROUP, INC.  
1234 GLENHAVEN COURT  
EL DORADO HILLS, CA 95762  
PH: (916)933-0833

### STORM WATER QUALITY PRESERVATION

I ACKNOWLEDGE THAT THIS PROJECT IS SUBJECT TO THE STORM WATER QUALITY REQUIREMENTS OF APPLICABLE GOVERNING AGENCIES, INCLUDING THE COUNTY OF EL DORADO. IN-LIEU OF PROVIDING A SITE SPECIFIC EROSION AND SEDIMENT CONTROL PLAN (ESCP), THE PROJECT WILL PREPARE AND IMPLEMENT A STORM WATER POLLUTION PREVENTION PLAN (SWPPP). I AUTHORIZE THE COUNTY OF EL DORADO TO REVIEW AND REQUIRE REVISIONS TO THE SWPPP, AND TO INSPECT AND ENFORCE ALL TEMPORARY AND PERMANENT STORM WATER QUALITY AND EROSION AND SEDIMENT CONTROL MEASURES AT THE SITE DURING CONSTRUCTION, AT THE COUNTY'S DISCRETION.

LICENSE # \_\_\_\_\_ DATE: \_\_\_\_\_ EXPIRES: \_\_\_\_\_ (SEAL)

### RECORD DRAWING CERTIFICATE

THIS SET OF PLANS, HAVING BEEN REVIEWED BY ME, REFLECT ALL APPROVED REVISIONS TO THE PROJECT KNOWN TO ME, AND ALL FIELD DEVIATIONS TO THE PLANNED IMPROVEMENTS BY THE CONSTRUCTION CONTRACTOR, AS REPORTED TO ME AS OF \_\_\_\_\_. IT DOES NOT REPRESENT FIELD VERIFICATION OF PLANNED IMPROVEMENTS BY ME.

ENGINEER	DATE	REGISTERED CIVIL ENGINEER	RCE NO.	DATE
OWNER/DEVELOPER	DATE			

UTILITY REPRESENTATIVES		
UTILITY	REPRESENTATIVE	TELEPHONE
GAS	PG & E	SARABETH PANELA (628)200-1824
ELECTRICITY	PG & E	SARABETH PANELA (628)200-1824
TELEPHONE	AT&T	ASTRID WILLARD (916)453-6136
WATER	EID	MIKE BRINK (530)642-4054
SEWER	EID	MIKE BRINK (530)642-4054
DRAINAGE	EL DORADO COUNTY	CONTACT INSPECTOR (530)621-5900
U.S.A		(800) 227-2600
FIRE	EL DORADO HILLS FIRE	MARSHALL COX (916)933-6623
CABLE	COMCAST	AVGOSTIN MARCHENKO (916)376-7783

WDID: TBD  
APN: 119-100-059 & 119-100-061

BENCH MARK: ELEV.=693.54

2 1/2" ALUMINUM DISK IN WELL MONUMENT STAMPED DEPARTMENT OF TRANSPORTATION CA-HPGN-DENSIFICATION STA 03-DL 1994 ±100' NORTH OF HIGHWAY 50 BRIDGE AND ±75' WEST OF SILVA VALLEY ROAD, ±3' EAST OF FENCE.

### BASIS OF BEARING:

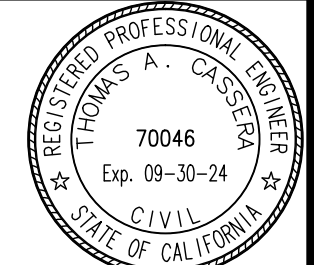
THE BASIS OF BEARINGS IS BASED UPON THE CALIFORNIA COORDINATE SYSTEM, ZONE 11, NAD83, EPOCH DATE 1991.35, BASED UPON GPS OBSERVATIONS BETWEEN THE FOLLOWING NGS STATIONS AND THEIR PUBLISHED COORDINATE VALUES:

HPGN D CA 03 DL	N 2,002,758.65	E 6,830,811.18	CF=0.99991352
SHINGLE (HPGN D C 03 BL)	N 2,004,431.78	E 6,865,232.32	CF=0.99987261

THE BEARING BETWEEN THESE STATIONS TAKEN AS N87°13'02"E PER COUNTY OF EL DORADO RECORD OF SURVEY 37-29.

### PREPARED UNDER THE DIRECTION OF:

THOMAS A. CASSERA  
10/06/2022  
DATE



### FIRE DEPARTMENT APPROVAL

EL DORADO HILLS FIRE DEPT. DATE

### COUNTY OF EL DORADO PLANNING & BUILDING DEPARTMENT

### COUNTY OF EL DORADO DEPARTMENT OF TRANSPORTATION

ADAM J BANE, R.C.E. 61363 DATE

THE COUNTY'S SIGNATURE IS FOUNDED ON THE PREMISE THAT THE OWNER AND ENGINEER OF RECORD HAVE PROVIDED ACCURATE INFORMATION TO THE COUNTY. IF ANY OF THE INFORMATION IS FOUND TO BE ERRONEOUS, THEN THE COUNTY MAY REQUIRE THE OWNER, ENGINEER OF RECORD AND CONTRACTOR TO STOP ALL NON-EROSION CONTROL RELATED WORK UNTIL THE DISCREPANCY IS RECTIFIED TO THE SATISFACTION OF THE COUNTY.

REVISIONS			
NUMBER	DESCRIPTION	BY	DATE

cta Engineering & Surveying  
Civil Engineering & Land Surveying & Land Planning  
3233 Mohler Ct., Suite 201  
Folsom, CA 95742  
T (916) 938-2179 F (916) 938-2179 www.cta.net

DEVELOPER  
TOLL BROTHERS  
2330 E. BIDWELL ST., SUITE 201  
FOLSOM, CA 95130  
PHONE # (916)461-4412

BASS LAKE HILLS PARK & RIDE  
AH 21-0003  
COVER SHEET

COVER SHEET

DRAWN BY: T. TRAN  
DESIGNED BY: T. TRAN  
CHECKED BY: T. CASSERA  
SCALE: AS SHOWN  
DATE: OCTOBER 2022  
SHEET NO. 1 / 22  
JOB NO.: 05-012-002



## REIMBURSEMENT AGREEMENT

This REIMBURSEMENT AGREEMENT (this “**Agreement**”), dated August 3, 2023, is made by and between EL DORADO COUNTY TRANSIT AUTHORITY (“**Transit**”), and TOLL WEST COAST LLC, a Delaware limited liability company (“**Toll**”), who agree as follows:

1. Property; Purpose. Transit is the owner of certain property described as APN 111-100-059-000 and APN 119-100-061-000 (collectively, the “**Transit Property**”). As provided in that certain Permit to Enter and Construct, dated as of June 2, 2023, by and among Transit, Toll, the County of El Dorado and Doug Veerkamp General Engineering, Inc., Transit has authorized Toll and its agents to enter onto the Transit Property for purposes of performing certain work. As set forth herein, Transit has agreed to reimburse Toll for the costs of certain portions of that work, as further set forth below.

2. Obligation to Reimburse. Transit shall reimburse to Toll the actual costs incurred by Toll to perform the work shown on the proposal attached hereto as Exhibit A (the “**Work**”) at the costs shown on such proposal, plus a fifteen percent (15%) management fee, resulting in a total reimbursement amount to Toll of **\$130,835.50** (the “**Work Reimbursement Amount**”). Following completion of the Work, Toll shall provide Transit with invoices evidencing the actual costs incurred by Toll to complete the Work (the “**Reimbursement Application**”). Transit shall then pay Toll the Work Reimbursement Amount within thirty (30) days of Transit's receipt of the Reimbursement Application. In addition to the foregoing, Toll has agreed to complete certain additional work on the Transit Property as necessary to avoid future replacement and removal of asphalt and concrete, including without limitation, (i) additional landscape sleeves for the irrigation system, (ii) an additional electrical conduit from the main service panel to water well or tank location, and (iii) concrete base for the monument sign (collectively, the “**Additional Work**”). Transit hereby agrees to reimburse Toll the lesser of (A) the actual costs incurred by Toll to perform the Additional Work or (B) **\$50,000** (the “**Additional Work Reimbursement Amount**”). Following its completion of the Additional Work, Toll shall provide Transit with a Reimbursement Application for the Additional Work, and Transit shall reimburse Toll the Additional Work Reimbursement Amount within thirty (30) days of Transit's receipt of the Reimbursement Application for the Additional Work.

3. Miscellaneous.

3.1. Attorneys' Fees. In the event any of the parties shall commence legal proceedings for the purpose of enforcing any provision or condition hereof, or by reason of any breach arising under the provisions hereof, then the successful party in such proceeding shall be entitled to court costs and reasonable attorneys' fees to be determined by a court of competent jurisdiction. Without limiting the generality of the foregoing, the prevailing party shall be entitled to recover its attorneys' fees and other legal expenses incurred in connection with a bankruptcy or other insolvency-related proceeding of the other party (and including such fees and expenses incurred in efforts, whether successful or not, to obtain adequate protection, annulment, modification or termination of the automatic stay).

3.2. Notices. Any notices, requests, demands or other communications required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been duly given on the date of service if served personally (FedEx and similar services shall be considered to be personal service), and upon receipt, if mailed to the party to whom notice is to be given, by first-class mail, registered or certified, postage prepaid, return receipt requested, and properly addressed as follows:

TOLL: Toll Bros., Inc.  
Attn: Greg Van Dam  
110 Woodmere Road, Suite 120  
Folsom, California 95630  
Telephone: (916) 223-3827  
e-mail: [gvandam@tollbrothers.com](mailto:gvandam@tollbrothers.com)

Transit: El Dorado County Transit Authority  
Attn: Executive Director  
6565 Commerce Way  
Diamond Springs, CA 95619  
e-mail: [mwilcher@eldoradotransit.com](mailto:mwilcher@eldoradotransit.com)

Any party may change its address for purposes of this section by giving the other party written notice of the new address in the manner set forth above.

3.3. Counterparts; Facsimile and PDF Signatures; Amendment. This Agreement may be executed in counterparts, each of which shall be deemed to be an original, but which together shall constitute a single document. Signatures transmitted by facsimile and signatures transmitted by e-mailing an executed "pdf" of this Agreement shall be binding; provided, however, that any person transmitting his or her signature by facsimile or email shall promptly send an original signature to the other parties. This Agreement may not be amended or waived except with the written consent of each of the parties hereto.

3.4. Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

3.5. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of California.

[SIGNATURE PAGE FOLLOWS]

**TRANSIT:**

EL DORADO COUNTY TRANSIT  
AUTHORITY

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Its: \_\_\_\_\_

**TOLL:**

TOLL WEST COAST LLC, a California limited  
liability company

By: \_\_\_\_\_  
Name: Greg Van Dam  
Its: Vice President – Land Development

DRAFT

EXHIBIT A

	507 1st Street, Woodland, CA 95695 CA Lic# 1048635 DIR# 1000063331 www.shanebrownelectric.com info@shanebrownelectric.com
---	---

6/12/2023

**PROPOSAL FOR: Bass Lake Hills Park & Ride Lot**

We are pleased to submit our proposal for your consideration on the above referenced project. We hereby propose to furnish all material, labor, equipment, and services required to provide the complete work in accordance with the project plans and specifications and per our scope of work and exclusions as follows:

**SCOPE OF WORK – Added Lighting & Electrical**

**INCLUSIONS:**

1. Provide and install (1) Millbank U3320-R/K6497 meter enclosure. (See attached) (Meter enclosure does not have main breaker, panelboard included is a service rated panel with main breaker)
2. Provided and install (1) 400a, single phase, 3r, MCB panelboard on new Unistrut rack.
3. Provide and install rigid conduits above grade to panelboard.
4. Provide and install (2) sets of (3) 3/0 copper from transformer location to meter enclosure.
5. Provide and install (2) sets of (3) 3/0 copper conductors from meter enclosure to new panelboard.
6. Provide and install (1) receptacle in lockable enclosure at panelboard location.
7. Provide and install (1) astronomical clock in lockable 18x18" enclosure at panelboard location.
8. Provide and install grounding for new service.
9. Provide and install (19) light poles as shown on electrical drawings.
10. Provide and install all lighting conductors for light poles.
11. Perform grounding of poles.
12. Grout light bases.
13. Provide and install #6 EV conductors from panelboard to charger pull boxes.

**EXCLUSIONS:**

1. Well pump wiring excluded. (not shown)
2. Fuse holders at light poles (not shown)
3. Trans pad (shown by Utility company)

**PROPOSAL AMOUNTS**

DESCRIPTION	TOTAL PRICE
Lighting and Electrical Installation	\$113,770