

**MAINTENANCE AGREEMENT
FOR BIKE PATH
WITHIN STATE HIGHWAY RIGHT OF WAY
ON ROUTE 50 WITHIN THE COUNTY OF EL DORADO**

THIS AGREEMENT is made effective this 9th day of December, 2016, by and between the State of California, acting by and through the Department of Transportation, hereinafter referred to as "STATE" and the County of El Dorado; hereinafter referred to as "COUNTY" and collectively referred to as "PARTIES".

SECTION I

RECITALS

1. PARTIES desire to work together to allocate their respective obligations relative to newly constructed or revised improvements within STATE's right of way by Cooperative Agreement number 03-0387 dated July 2, 2009 and Encroachment Permit Number 0314-NMC0974.
2. This Agreement addresses COUNTY responsibility for the bike path, chain link fences, chain link gates, concrete barriers, retaining walls, bicycle tubular railing, signing, striping, pavement markings, lighting and drainage facilities of the bike path, (collectively the "BIKE PATH") placed within State Highway right of way on US Route 50, as shown on Exhibit "A", attached to and made a part of this Agreement.

NOW THEREFORE, IT IS AGREED AS FOLLOWS:

SECTION II

AGREEMENT

1. In consideration of the mutual covenants and promises herein contained, COUNTY and STATE agree as follows:
 - 1.1. PARTIES have agreed to an allocation of maintenance responsibilities that includes, but is not limited to, inspection, providing emergency repair, replacement, and maintenance, (collectively hereinafter "MAINTAIN/MAINTENANCE") of BIKE PATH as shown on said Exhibit "A".
 - 1.2. When a planned future improvement is constructed and/or a minor revision has been effected with STATE's consent or initiation within the limits of the STATE's right of way herein described which affects PARTIES' division of maintenance responsibility as described herein, PARTIES will agree upon and execute a new dated

and revised Exhibit "A" which will be made a part hereof and will thereafter supersede the attached original Exhibit "A" to thereafter become a part of this Agreement. The new exhibit can be executed only upon written consent of the PARTIES hereto acting by and through their authorized representatives. No formal amendment to this Agreement will be required.

2. COUNTY agrees, at COUNTY expense, to do the following:
 - 2.1. COUNTY may install, or contract, authorizing a licensed contractor with appropriate class of license in the State of California, to install and thereafter will MAINTAIN BIKE PATH conforming to those plans and specifications (PS&E) pre-approved by STATE.
 - 2.2. The degree or extent of maintenance work to be performed, and the standards therefore, shall be in accordance with the provisions of Section 27 of the Streets and Highways Code and the then current edition of the State Maintenance Manual.
 - 2.3. COUNTY will submit the final form of the PS&E, prepared, stamped and signed by a licensed engineer, for BIKE PATH to STATE's District Permit Engineer for review and approval and will obtain and have in place a valid necessary encroachment permit prior to the start of any work within STATE'S right of way. All proposed BIKE PATH must meet STATE's applicable standards.
 - 2.4. COUNTY shall ensure that BIKE PATH areas designated on Exhibit "A" are provided with adequate scheduled routine MAINTENANCE necessary to MAINTAIN a neat and attractive appearance.
 - 2.5. An Encroachment Permit rider may be required for any changes to the scope of work allowed by this Agreement prior to the start of any work within STATE's right of way.
 - 2.6. COUNTY contractors will be required to obtain an Encroachment Permit prior to the start of any work within STATE's right of way.
 - 2.7. To remove BIKE PATH and appurtenances and restore STATE owned areas to a safe and attractive condition acceptable to STATE in the event this Agreement is terminated as set forth herein.
 - 2.8. To furnish electricity and MAINTAIN lighting system and controls for all bike path lighting systems installed by and for COUNTY.
 - 2.9. To inspect BIKE PATH on a regular monthly or weekly basis to ensure the safe operation and condition of the BIKE PATH.
 - 2.10. To expeditiously MAINTAIN, replace, repair or remove from service any BIKE PATH component that has become unsafe or unsightly.

- 2.11. To MAINTAIN the BIKE PATH within the Agreement limits of the STATE highway right of way, as shown on Exhibit "A", at COUNTY expense. MAINTENANCE includes, but is not limited to, concrete repair, replacement and to grind or patch vertical variations in elevation of bike paths for an acceptable walking and riding surface, and the removal of dirt, debris, graffiti, weeds, and any deleterious item or material on or about the BIKE PATH in an expeditious manner.
 - 2.12. To allow random inspection of BIKE PATH by a STATE representative.
 - 2.13. To keep the entire BIKE PATH area policed and free of litter and deleterious material.
 - 2.14. All work by or on behalf of COUNTY will be done at no cost to STATE.
3. STATE agrees to do the following:
 - 3.1. May provide COUNTY with timely written notice of unsatisfactory conditions that require correction by the COUNTY. However, the non-receipt of notice does not excuse COUNTY from maintenance responsibilities assumed under this Agreement.
 - 3.2. Issue encroachment permits to COUNTY and COUNTY contractors at no cost to them.
4. LEGAL RELATIONS AND RESPONSIBILITIES:
 - 4.1. Nothing within the provisions of this Agreement is intended to create duties or obligations to or rights in third parties not party to this Agreement, or affect the legal liability of either PARTY to this Agreement by imposing any standard of care respecting the design, construction and maintenance of these STATE highway improvements or COUNTY facilities different from the standard of care imposed by law.
 - 4.2. If during the term of this Agreement, COUNTY should cease to MAINTAIN the BIKE PATH to the satisfaction of STATE as provided by this Agreement, STATE may either undertake to perform that MAINTENANCE on behalf of COUNTY at COUNTY's expense or direct COUNTY to remove or itself remove BIKE PATH at COUNTY's sole expense and restore STATE's right of way to its prior or a safe operable condition. COUNTY hereby agrees to pay said STATE expenses, within thirty (30) days of receipt of billing by STATE. However, prior to STATE performing any MAINTENANCE or removing BIKE PATH, STATE will provide written notice to COUNTY to cure the default and COUNTY will have thirty (30) days within which to affect that cure.
 - 4.3. 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 arising under this Agreement. It is understood and agreed that STATE shall 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 and other theories or assertions of liability occurring by reason of anything done or omitted to be done by STATE under this Agreement with the exception of those actions of STATE necessary to cure a noticed default on the part of COUNTY.

- 4.4. 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 arising under this Agreement. It is understood and agreed that COUNTY shall 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.

5. PREVAILING WAGES:

- 5.1. Labor Code Compliance- If the work performed on this Project is done under contract and falls within the Labor Code section 1720(a)(1) definition of a "public work" in that it is construction, alteration, demolition, installation, or repair; or maintenance work under Labor Code section 1771. COUNTY must conform to the provisions of Labor Code sections 1720 through 1815, and all applicable provisions of California Code of Regulations found in Title 8, Chapter 8, Subchapter 3, Articles 1-7. COUNTY agrees to include prevailing wage requirements in its contracts for public work. Work performed by COUNTY'S own forces is exempt from the Labor Code's prevailing wage requirements.
- 5.2. Requirements in Subcontracts - COUNTY shall require its contractors to include prevailing wage requirements in all subcontracts funded by this Agreement when the work to be performed by the subcontractor is a "public work" as defined in Labor Code Section 1720(a)(1) and Labor Code Section 1771. Subcontracts shall include all prevailing wage requirements set forth in COUNTY's contracts.

6. INSURANCE :

- 6.1. SELF-INSURED - COUNTY is self-insured. COUNTY agrees to deliver evidence of self-insured coverage providing general liability insurance, coverage of bodily injury liability and property damage liability, naming the STATE, its officers, agents and employees as the additional insured in an amount of \$2 million per occurrence and \$2 million in aggregate and \$5 million in excess. Coverage shall be evidenced by a certificate of insurance in a form satisfactory to the STATE that shall be delivered to the STATE with a signed copy of this Agreement in a form satisfactory to STATE, along with a signed copy of the Agreement.

- 6.2. SELF-INSURED using Contractor - If the work performed on this Project is done under contract COUNTY shall require its contractors to maintain in force, during the term of this agreement, a policy of general liability insurance, including coverage of bodily injury liability and property damage liability, naming the STATE, its officers, agents and employees as the additional insured in an amount of \$2 million per occurrence and \$2 million in aggregate and \$5 million in excess. Coverage shall be evidenced by a certificate of insurance in a form satisfactory to the STATE that shall be delivered to the STATE with a signed copy of this Agreement.
7. TERMINATION - This Agreement may be terminated by timely mutual written consent by PARTIES, and COUNTY's failure to comply with the provisions of this Agreement may be grounds for a Notice of Termination by STATE.
8. TERM OF AGREEMENT -This Agreement shall become effective on the date first shown on its face sheet and shall remain in full force and effect until amended or terminated at any time upon mutual consent of the PARTIES or until terminated by STATE for cause.

PARTIES are empowered by Streets and Highways Code Section 114 & 130 to enter into this Agreement and have delegated to the undersigned the authority to execute this Agreement on behalf of the respective agencies and covenants to have followed all the necessary legal requirements to validly execute this Agreement.

IN WITNESS WHEREOF, the PARTIES hereto have set their hands and seals the day and year first above written.

THE COUNTY OF EL DORADO

STATE OF CALIFORNIA
DEPARTMENT OF TRANSPORTATION

By:  5/3/14
Chair, Board of Supervisors
Ron Mikulaco

MALCOLM DOUGHERTY
Director of Transportation

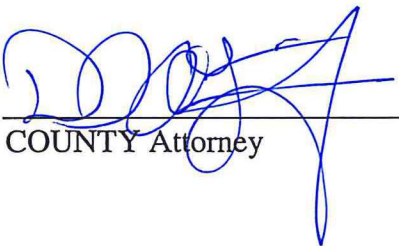
ATTEST: James S. Mitrison
Clerk of the Board of Supervisors

By: 
Marcie MacFarland, Deputy Clerk

By: 
Amarjeet S. Benipal, District 3 Director

ATTEST:

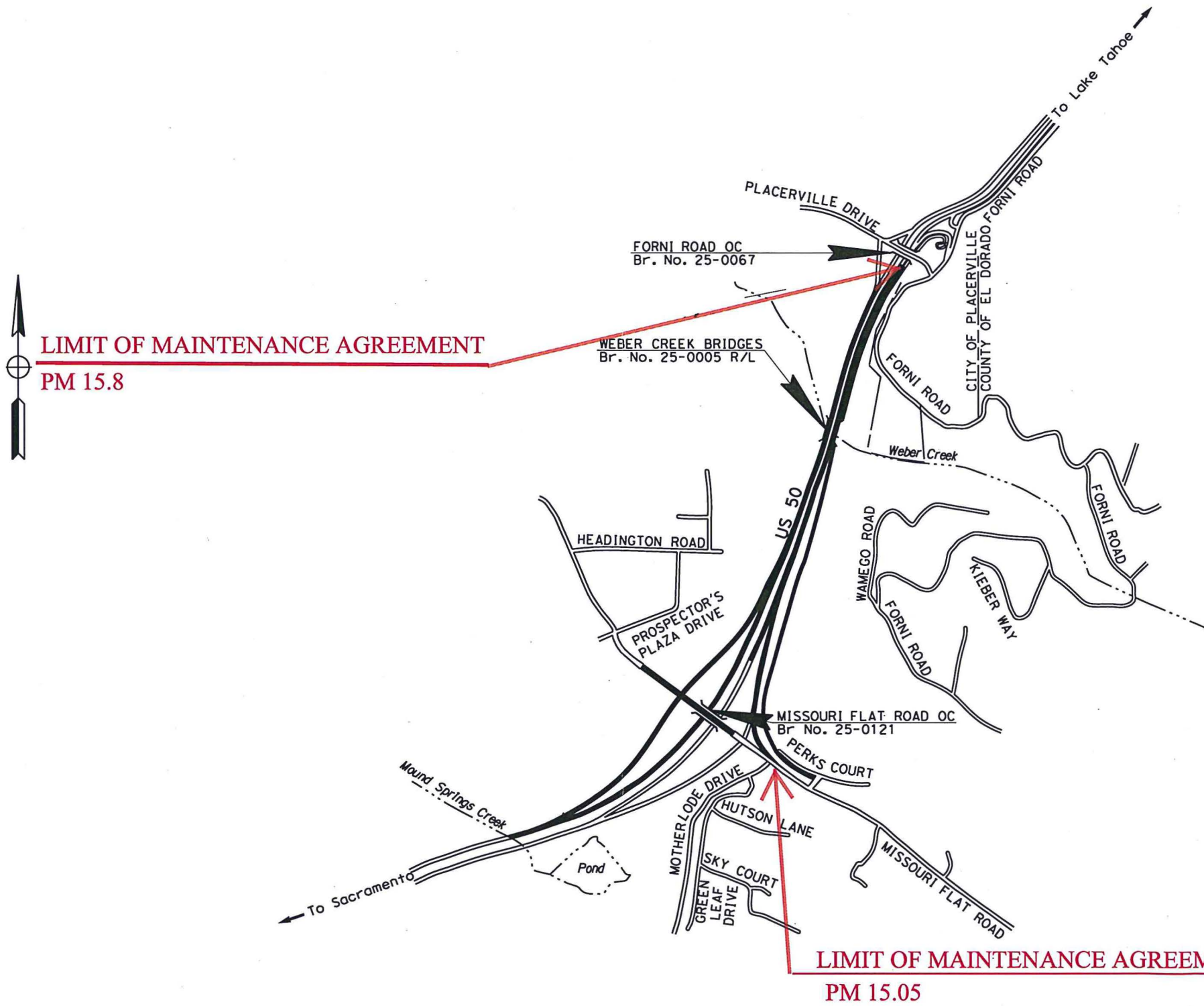
By: _____
COUNTY Clerk

By: 
COUNTY Attorney

BIKE PATH MAINTENANCE AGREEMENT WITH THE COUNTY OF EL DORADO

DIST	COUNTY	ROUTE	POST MILE
03	ED	50	15.05-15.8

EXHIBIT A
PAGE 1 OF 7



LIMIT OF MAINTENANCE AGREEMENT
PM 15.8

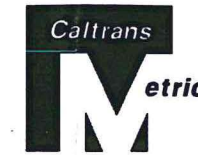
LIMIT OF MAINTENANCE AGREEMENT
PM 15.05

ALL DIMENSIONS ARE IN METERS UNLESS OTHERWISE SHOWN

NO SCALE

EXHIBIT A

PAGE 2 OF 7

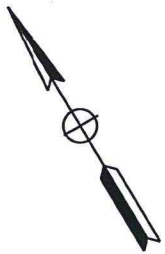
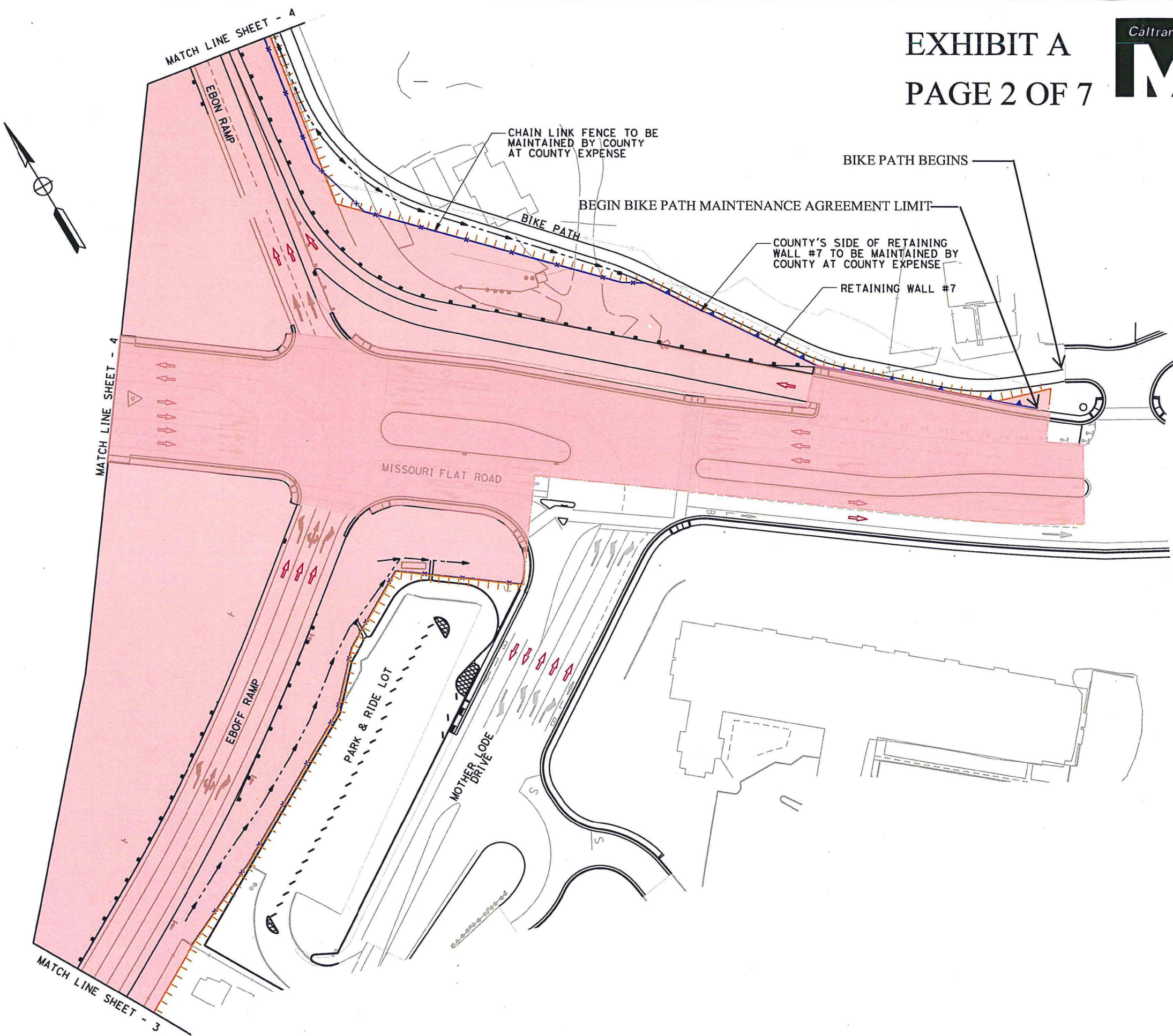


DIST	COUNTY	LOCATION CODE	POST MILE
03	ED	50	15.05-15.8

LEGEND:

- TO BE MAINTAINED BY COUNTY AT COUNTY EXPENSE
- STATE RIGHT OF WAY
- CALTRANS R/W ACCESS CONTROL
- DIRECTION OF TRAFFIC
- CHAIN LINK FENCE *
- METAL BEAM GUARD RAILING *
- OVERHEAD SIGN
- RETAINING WALL *
- CONCRETE BARRIER *
- CHAIN LINK GATE *
- TUBULAR BICYCLE RAILING *
- ROCK LINED DITCH *
- CABLE RAILING *
- FENCE RAILING *
- ROADSIDE SIGN (ONE OR TWO POST) *
- DRAINAGE INLET *

* LINES SHOWN AS BLUE SHALL BE MAINTAINED BY COUNTY AT COUNTY EXPENSE.



ALL DIMENSIONS ARE IN METERS UNLESS OTHERWISE SHOWN

SCALE 1:500

SHEET - 9

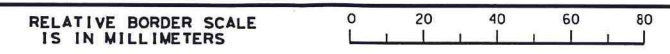


EXHIBIT A

PAGE 3 OF 7



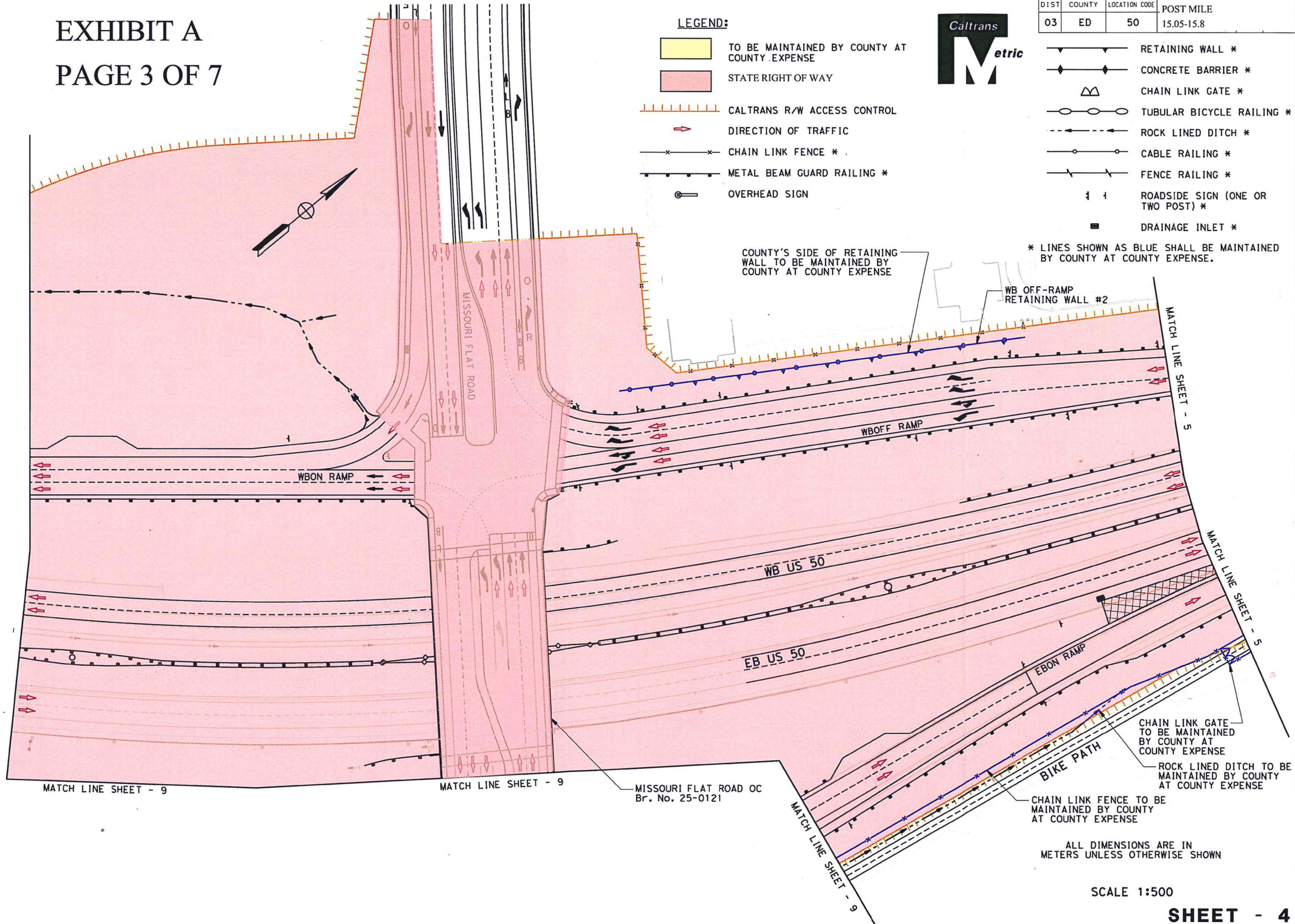
DIST	COUNTY	LOCATION CODE	POST MILE
03	ED	50	15.05-15.8

LEGEND:

- TO BE MAINTAINED BY COUNTY AT COUNTY EXPENSE
- STATE RIGHT OF WAY
- CALTRANS R/W ACCESS CONTROL
- DIRECTION OF TRAFFIC
- CHAIN LINK FENCE *
- METAL BEAM GUARD RAILING *
- OVERHEAD SIGN

- RETAINING WALL *
- CONCRETE BARRIER *
- CHAIN LINK GATE *
- TUBULAR BICYCLE RAILING *
- ROCK LINED DITCH *
- CABLE RAILING *
- FENCE RAILING *
- ROADSIDE SIGN (ONE OR TWO POST) *
- DRAINAGE INLET *

* LINES SHOWN AS BLUE SHALL BE MAINTAINED BY COUNTY AT COUNTY EXPENSE.



MATCH LINE SHEET - 9

MATCH LINE SHEET - 9

MISSOURI FLAT ROAD OC
Br. No. 25-0121

MATCH LINE SHEET - 9

CHAIN LINK FENCE TO BE MAINTAINED BY COUNTY AT COUNTY EXPENSE

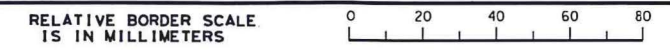
CHAIN LINK GATE TO BE MAINTAINED BY COUNTY AT COUNTY EXPENSE

ROCK LINED DITCH TO BE MAINTAINED BY COUNTY AT COUNTY EXPENSE

ALL DIMENSIONS ARE IN METERS UNLESS OTHERWISE SHOWN

SCALE 1:500

SHEET - 4



* LINES SHOWN AS BLUE SHALL BE MAINTAINED BY COUNTY AT COUNTY EXPENSE.

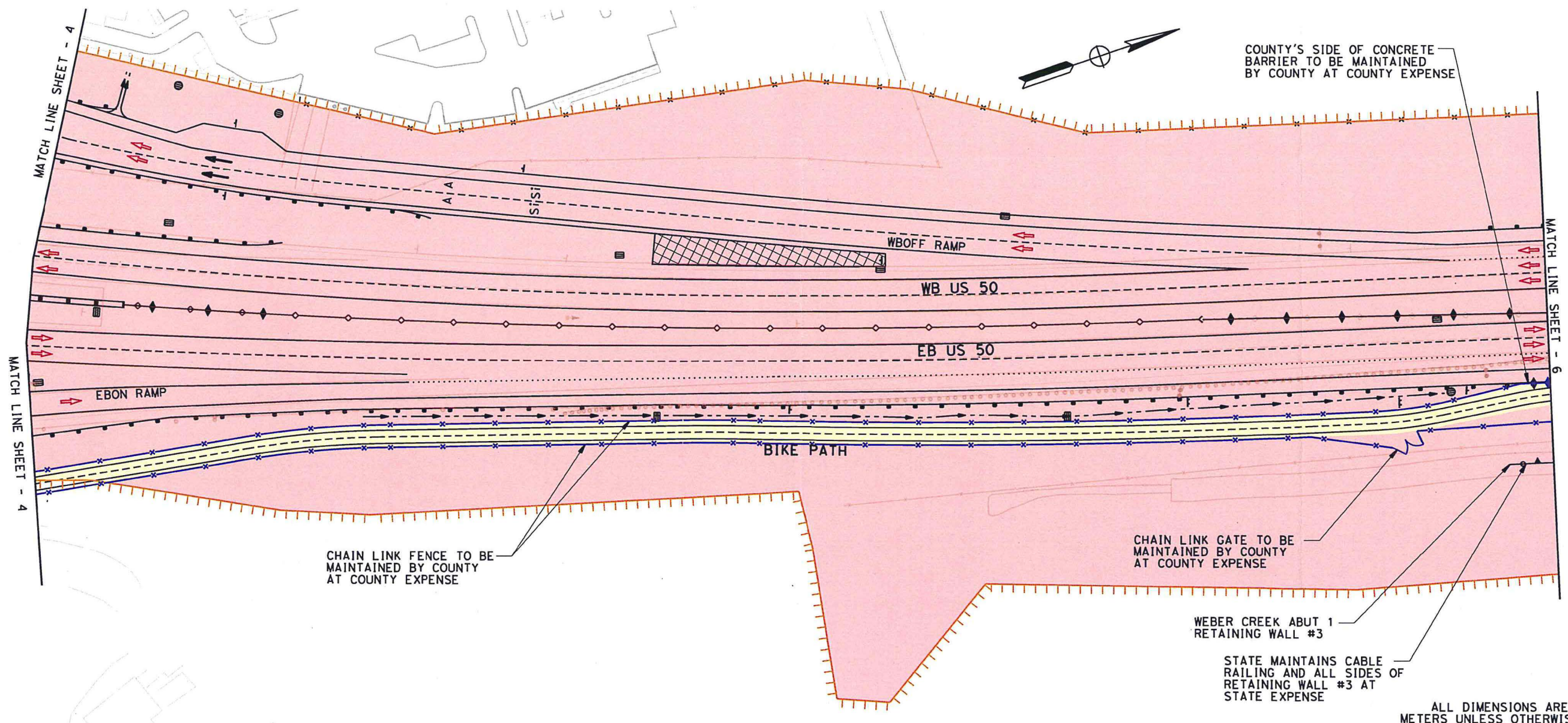
EXHIBIT A PAGE 4 OF 7



DIST	COUNTY	LOCATION CODE	POST MILE
03	ED	50	15.05-15.8

LEGEND:

- TO BE MAINTAINED BY COUNTY AT COUNTY EXPENSE
- STATE RIGHT OF WAY
- CALTRANS R/W ACCESS CONTROL
- DIRECTION OF TRAFFIC
- x x x x CHAIN LINK FENCE *
- - - - METAL BEAM GUARD RAILING *
- OVERHEAD SIGN
- v v v v RETAINING WALL *
- ♦ ♦ ♦ ♦ CONCRETE BARRIER *
- CHAIN LINK GATE *
- o o o o TUBULAR BICYCLE RAILING *
- ROCK LINED DITCH *
- o o o o CABLE RAILING *
- / / / / FENCE RAILING *
- | | ROADSIDE SIGN (ONE OR TWO POST) *
- = DRAINAGE INLET *



COUNTY'S SIDE OF CONCRETE BARRIER TO BE MAINTAINED BY COUNTY AT COUNTY EXPENSE

CHAIN LINK FENCE TO BE MAINTAINED BY COUNTY AT COUNTY EXPENSE

CHAIN LINK GATE TO BE MAINTAINED BY COUNTY AT COUNTY EXPENSE

WEBER CREEK ABUT 1 RETAINING WALL #3

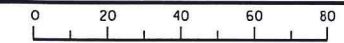
STATE MAINTAINS CABLE RAILING AND ALL SIDES OF RETAINING WALL #3 AT STATE EXPENSE

ALL DIMENSIONS ARE IN METERS UNLESS OTHERWISE SHOWN

SCALE 1:500

SHEET - 5

RELATIVE BORDER SCALE IS IN MILLIMETERS



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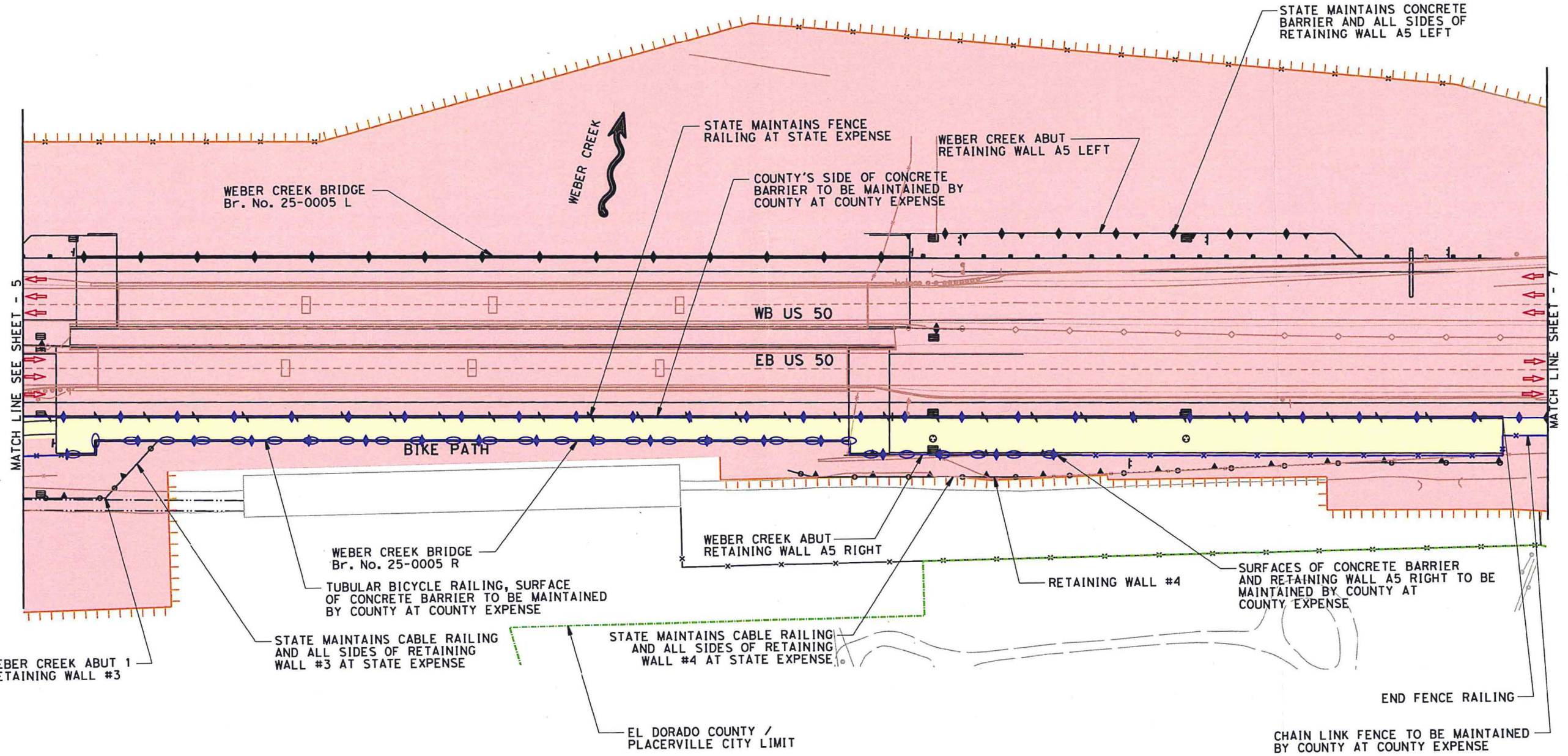
EXHIBIT A

PAGE 5 OF 7



* LINES SHOWN AS BLUE SHALL BE MAINTAINED BY COUNTY AT COUNTY EXPENSE.

- LEGEND:**
- TO BE MAINTAINED BY COUNTY AT COUNTY EXPENSE
 - STATE RIGHT OF WAY
 - CALTRANS R/W ACCESS CONTROL
 - DIRECTION OF TRAFFIC
 - x CHAIN LINK FENCE *
 - - - METAL BEAM GUARD RAILING *
 - OVERHEAD SIGN
 - PLACERVILLE CITY LIMIT
 - ▽ RETAINING WALL *
 - ◆ CONCRETE BARRIER *
 - ∩ CHAIN LINK GATE *
 - TUBULAR BICYCLE RAILING *
 - - - ROCK LINED DITCH *
 - CABLE RAILING *
 - - - FENCE RAILING *
 - | | ROADSIDE SIGN (ONE OR TWO POST) *
 - = DRAINAGE INLET *



ALL DIMENSIONS ARE IN METERS UNLESS OTHERWISE SHOWN

SCALE 1:500

SHEET - 6

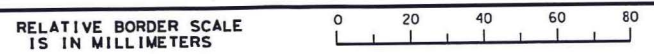
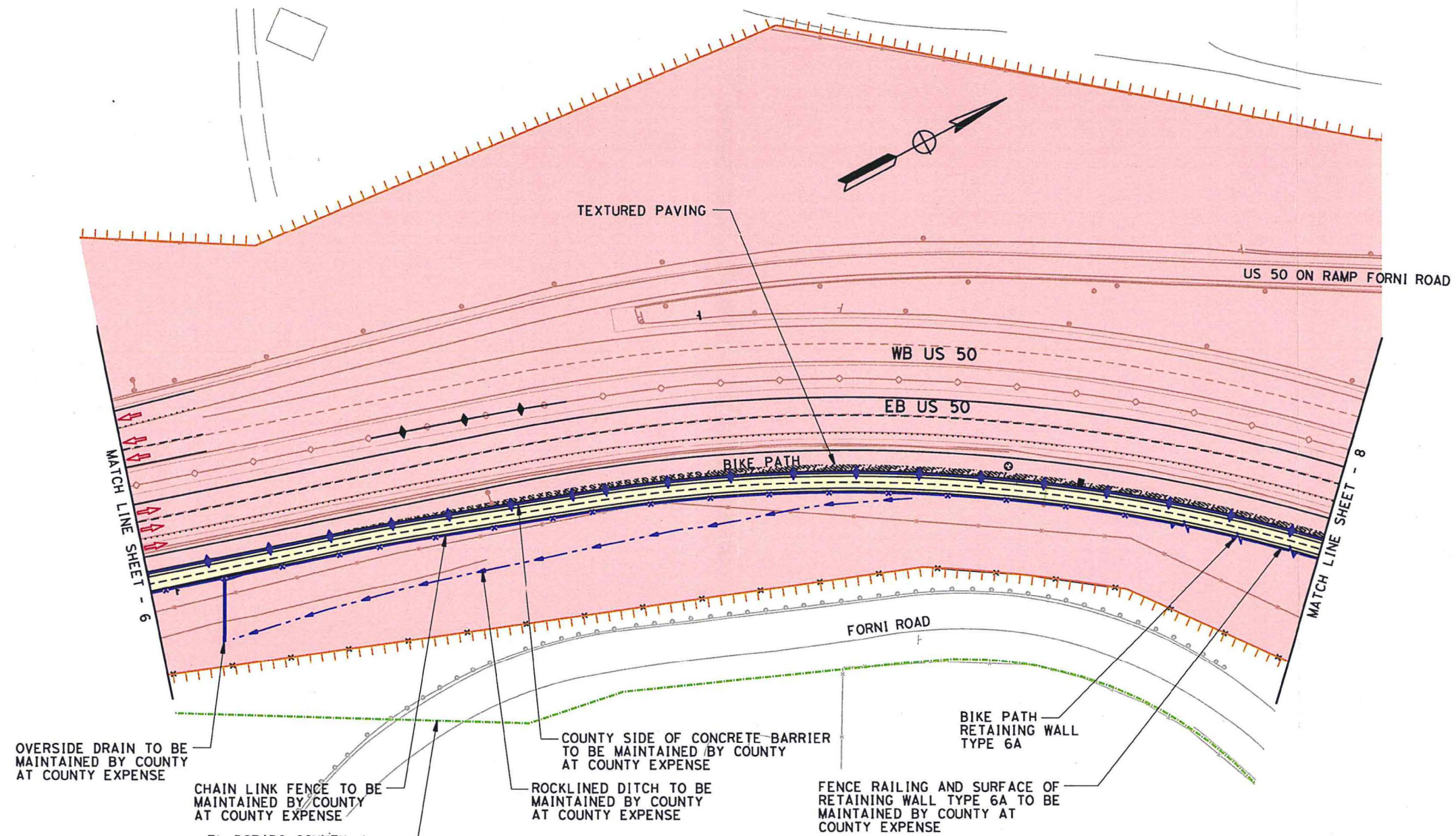


EXHIBIT A PAGE 6 OF 7



DIST	COUNTY	LOCATION CODE	POST MILE
03	ED	50	15.05-15.8



LEGEND:

- TO BE MAINTAINED BY COUNTY AT COUNTY EXPENSE
- STATE RIGHT OF WAY
- CALTRANS R/W ACCESS CONTROL
- DIRECTION OF TRAFFIC
- CHAIN LINK FENCE *
- METAL BEAM GUARD RAILING *
- OVERHEAD SIGN
- PLACERVILLE CITY LIMIT
- RETAINING WALL *
- CONCRETE BARRIER *
- CHAIN LINK GATE *
- TUBULAR BICYCLE RAILING *
- ROCK LINED DITCH *
- CABLE RAILING *
- FENCE RAILING *
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- DRAINAGE INLET *

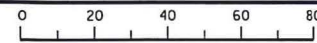
* LINES SHOWN AS BLUE SHALL BE MAINTAINED BY COUNTY AT COUNTY EXPENSE.

ALL DIMENSIONS ARE IN METERS UNLESS OTHERWISE SHOWN

SCALE 1:500

SHEET - 7

RELATIVE BORDER SCALE IS IN MILLIMETERS



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TIME PLOTTED => 9:03:39 AM

DIST	COUNTY	LOCATION CODE	POST MILE
03	ED	50	15.05-15.8

EXHIBIT A

PAGE 7 OF 7



LEGEND:

- TO BE MAINTAINED BY COUNTY AT COUNTY EXPENSE
 - STATE RIGHT OF WAY
 - CALTRANS R/W ACCESS CONTROL
 - CALTRANS R/W ACCESS CONTROL
 - DIRECTION OF TRAFFIC
 - CHAIN LINK FENCE *
 - METAL BEAM GUARD RAILING *
 - OVERHEAD SIGN
 - RETAINING WALL *
 - CONCRETE BARRIER *
 - CHAIN LINK GATE *
 - TUBULAR BICYCLE RAILING*
 - ROCK LINED DITCH *
 - CABLE RAILING *
 - FENCE RAILING *
 - ROADSIDE SIGN (ONE OR TWO POST) *
 - DRAINAGE INLET *
 - PLACERVILLE CITY LIMIT
- * LINES SHOWN AS BLUE SHALL BE MAINTAINED BY COUNTY AT COUNTY EXPENSE.

EL DORADO COUNTY /
PLACERVILLE CITY LIMIT

TEXTURED PAVING
COUNTY SIDE OF CONCRETE
BARRIER TO BE MAINTAINED
BY COUNTY AT COUNTY
EXPENSE

FORNI ROAD OC
Br. No. 25-0067

PLACERVILLE DRIVE

END BIKE PATH MAINTENANCE AGREEMENT LIMIT

MATCH LINE SEE SHEET L-7

PLACERVILLE DRIVE
OFF-RAMP

FORNI ROAD
OFF-RAMP

WB US 50

EB US 50

FORNI ROAD

BIKE PATH RETAINING
WALL TYPE 6A
EL DORADO COUNTY /
PLACERVILLE CITY LIMIT

"RBP" 531+54.64
END CURB
(TYPE A2-8 Mod)

CHAIN LINK GATE TO BE
MAINTAINED BY COUNTY
AT COUNTY EXPENSE

FENCE RAILING AND SURFACE OF
RETAINING WALL TYPE 6A TO BE
MAINTAINED BY COUNTY AT
COUNTY EXPENSE

FORNI ROAD

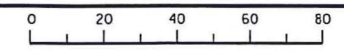
FORNI ROAD
ON-RAMP

ALL DIMENSIONS ARE IN
METERS UNLESS OTHERWISE SHOWN

SCALE 1:500

SHEET - 8

RELATIVE BORDER SCALE
15 IN MILLIMETERS



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