

**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 \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, 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: \_\_\_\_\_  
Chair, Board of Supervisors

MALCOLM DOUGHERTY  
Director of Transportation

By: \_\_\_\_\_  
Amarjeet S. Benipal, District 3 Director

ATTEST:

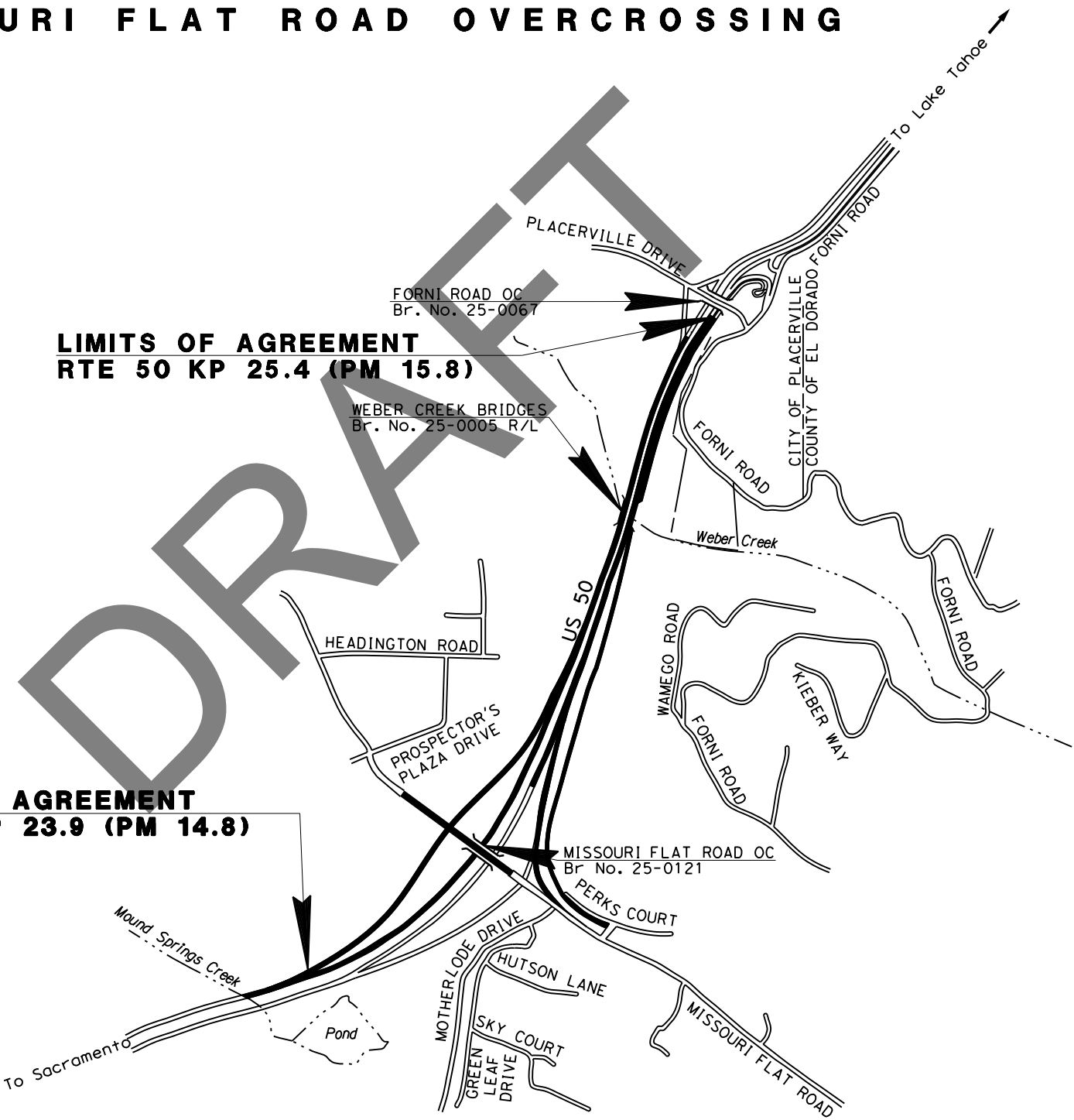
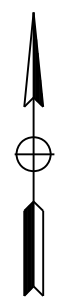
By: \_\_\_\_\_  
COUNTY Clerk

By: \_\_\_\_\_  
COUNTY Attorney

DRAFT

**STATE OF CALIFORNIA**  
**DEPARTMENT OF TRANSPORTATION**  
**FREEWAY MAINTENANCE AGREEMENT**  
**STATE HIGHWAY**  
**IN EL DORADO COUNTY**  
**NEAR PLACERVILLE**  
**ON US 50 FROM 0.7 km WEST**  
**TO 1.2 km EAST OF THE US 50**  
**MISSOURI FLAT ROAD OVERCROSSING**

DIST	COUNTY	ROUTE	KM (MILES) POST TOTAL PROJECT	SHEET NO.	TOTAL SHEETS
03	ED	50	23.9/25.4 (14.8/15.8)	1	9



**LIMITS OF AGREEMENT**  
**RTE 50 KP 25.4 (PM 15.8)**

**LIMITS OF AGREEMENT**  
**RTE 50 KP 23.9 (PM 14.8)**

DRAFT

ALL DIMENSIONS ARE IN METERS UNLESS OTHERWISE SHOWN

**EXHIBIT A**

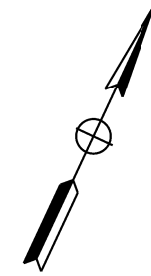
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16-1904 2D 7 of 15

**SHEET -1**

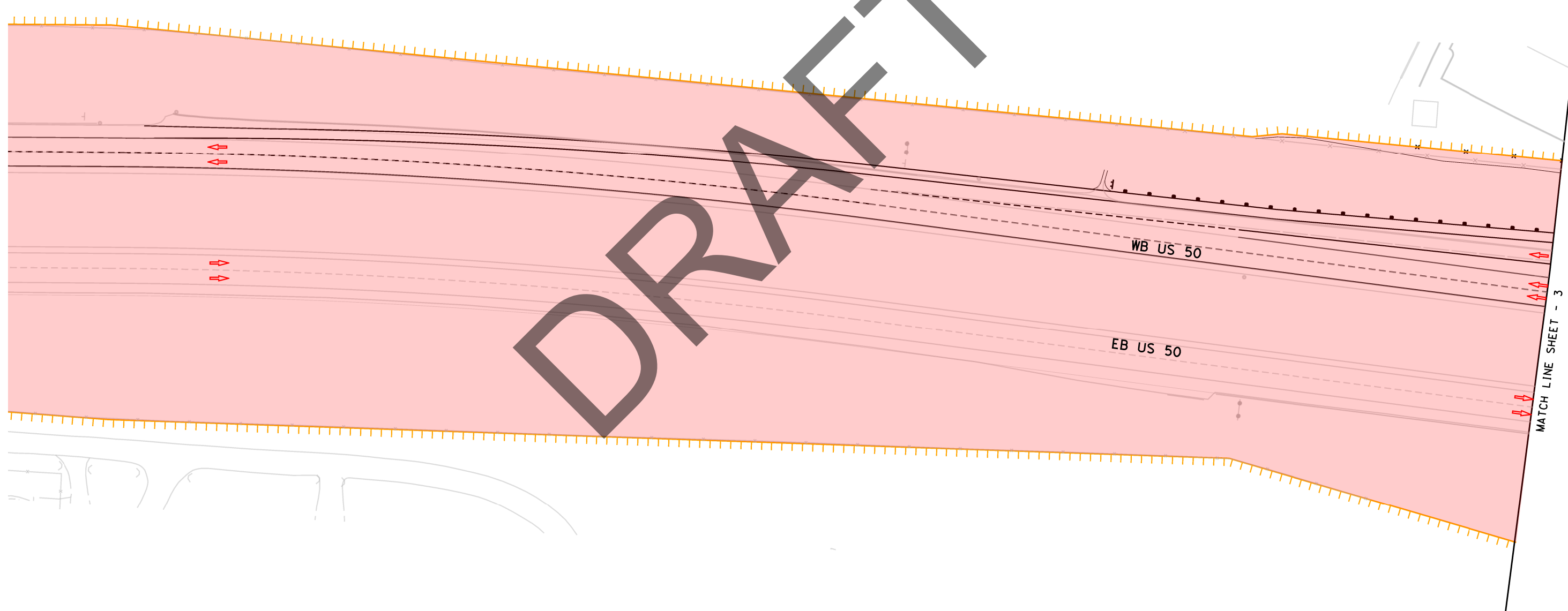
\* LINES SHOWN AS BLUE SHALL BE MAINTAINED BY COUNTY AT COUNTY EXPENSE.

DIST	COUNTY	LOCATION CODE	KM (MILES) TOTAL PROJECT	POST	SHEET No.	TOTAL SHEETS
03	ED	50	23.9/25.4 (14.8/15.8)		2	9



**LEGEND:**

- TO BE MAINTAINED BY COUNTY AT COUNTY EXPENSE
- STATE MAINTAINS AT STATE EXPENSE
- 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 \*



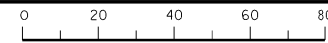
MATCH LINE SHEET - 3

ALL DIMENSIONS ARE IN METERS UNLESS OTHERWISE SHOWN

**EXHIBIT A**

SCALE 1:500

RELATIVE BORDER SCALE IS IN MILLIMETERS





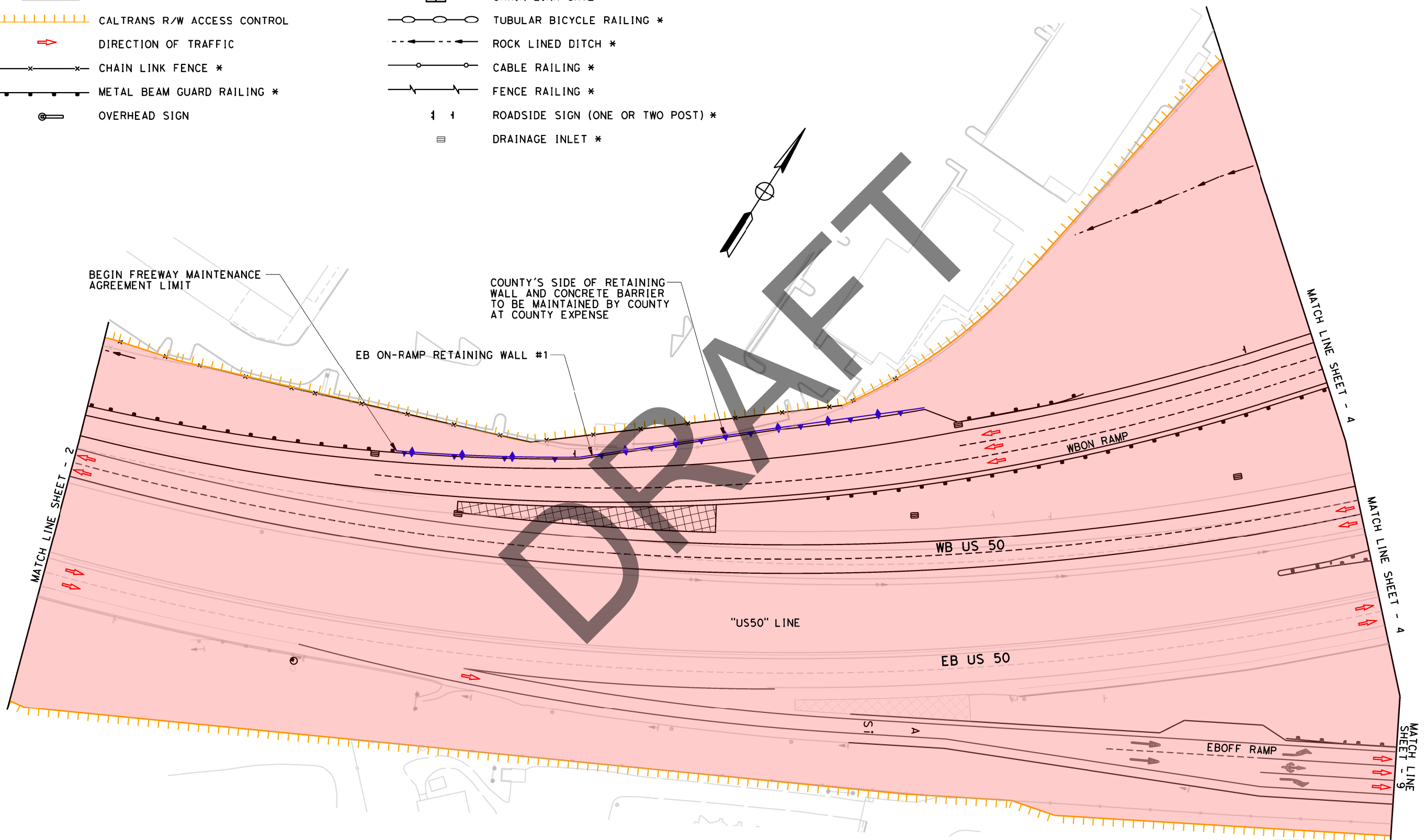
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03	ED	50	23.9/25.4 (14.8/15.8)	3	9



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- STATE MAINTAINS AT STATE EXPENSE
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- DIRECTION OF TRAFFIC
- CHAIN LINK FENCE \*
- METAL BEAM GUARD RAILING \*
- OVERHEAD SIGN
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- ROCK LINED DITCH \*
- CABLE RAILING \*
- FENCE RAILING \*
- ROADSIDE SIGN (ONE OR TWO POST) \*
- DRAINAGE INLET \*



BEGIN FREEWAY MAINTENANCE AGREEMENT LIMIT

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

EB ON-RAMP RETAINING WALL #1

WBON RAMP

WB US 50

"US50" LINE

EB US 50

EBOFF RAMP

MATCH LINE SHEET - 2

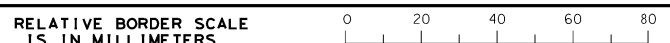
MATCH LINE SHEET - 4

MATCH LINE SHEET - 4

MATCH LINE SHEET - 9

ALL DIMENSIONS ARE IN METERS UNLESS OTHERWISE SHOWN

**EXHIBIT A**  
 SCALE 1:500  
 16-1904 2D 9 of 15 **SHEET - 3**



DIST	COUNTY	LOCATION CODE	KM (MILES) TOTAL PROJECT	POST TOTAL PROJECT	SHEET No.	TOTAL SHEETS
03	ED	50	23.9/25.4 (14.8/15.8)		4	9



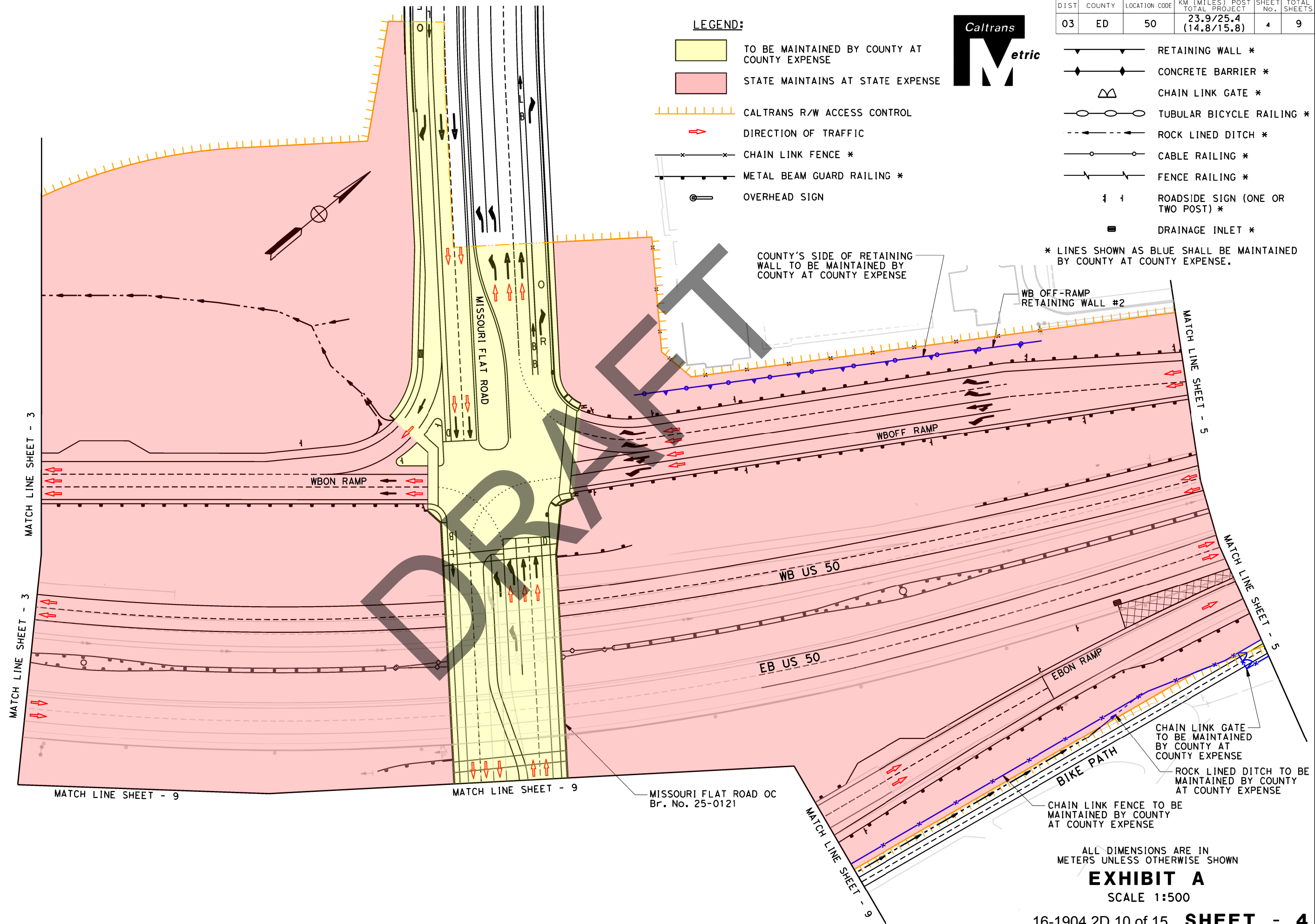
**LEGEND:**

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- STATE MAINTAINS AT STATE EXPENSE
- 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 \*

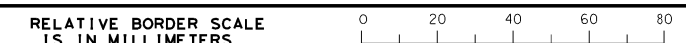
COUNTY'S SIDE OF RETAINING WALL TO BE MAINTAINED BY COUNTY AT COUNTY EXPENSE

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



ALL DIMENSIONS ARE IN METERS UNLESS OTHERWISE SHOWN

**EXHIBIT A**  
SCALE 1:500

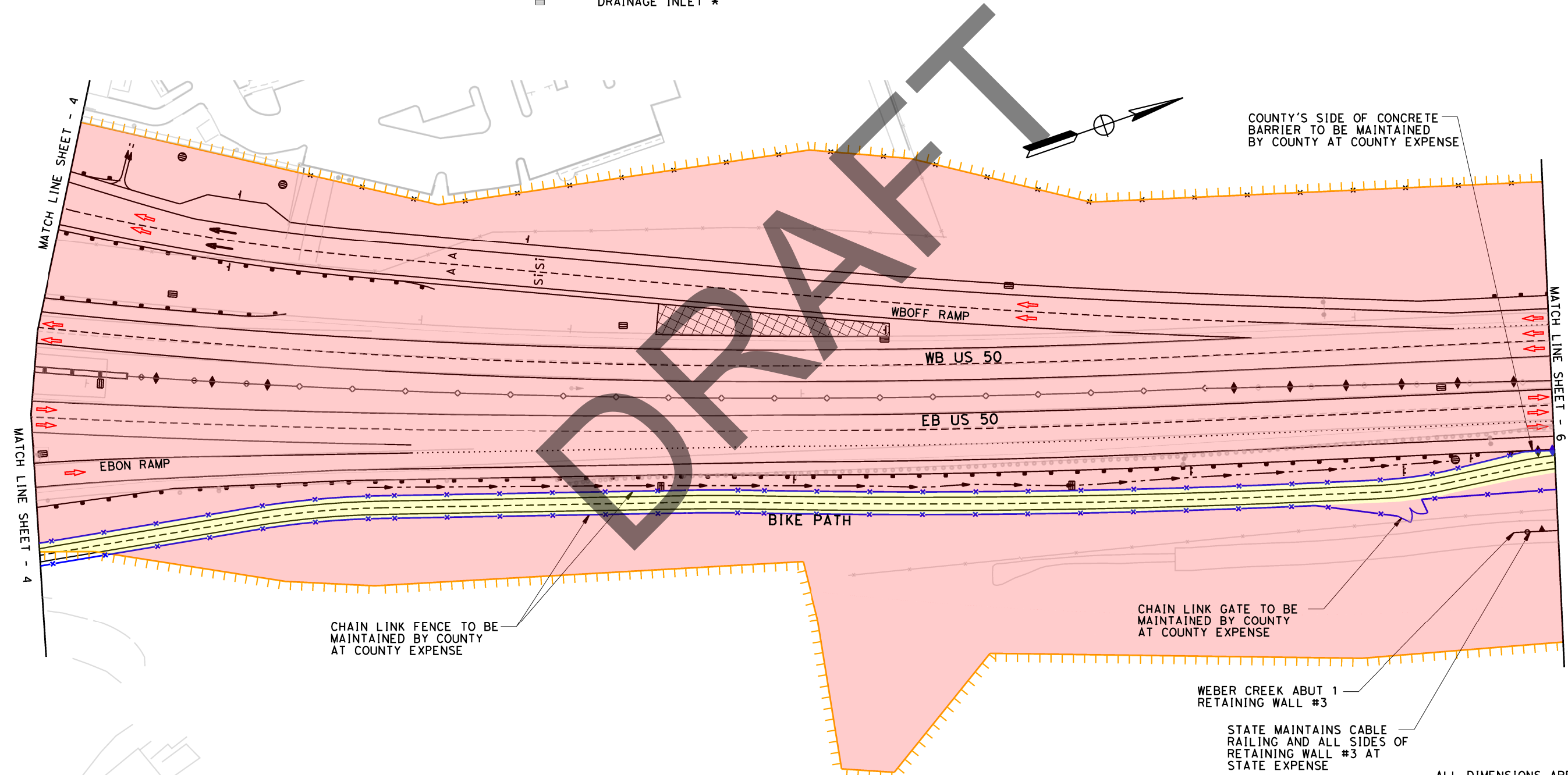


DIST	COUNTY	LOCATION CODE	KM (MILES) POST TOTAL PROJECT	SHEET No.	TOTAL SHEETS
03	ED	50	23.9/25.4 (14.8/15.8)	5	9



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- LEGEND:**
- TO BE MAINTAINED BY COUNTY AT COUNTY EXPENSE
  - STATE MAINTAINS AT STATE EXPENSE
  - 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 \*

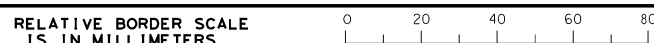


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**EXHIBIT A**

SCALE 1:500

16-1904 2D 11 of 15 **SHEET - 5**



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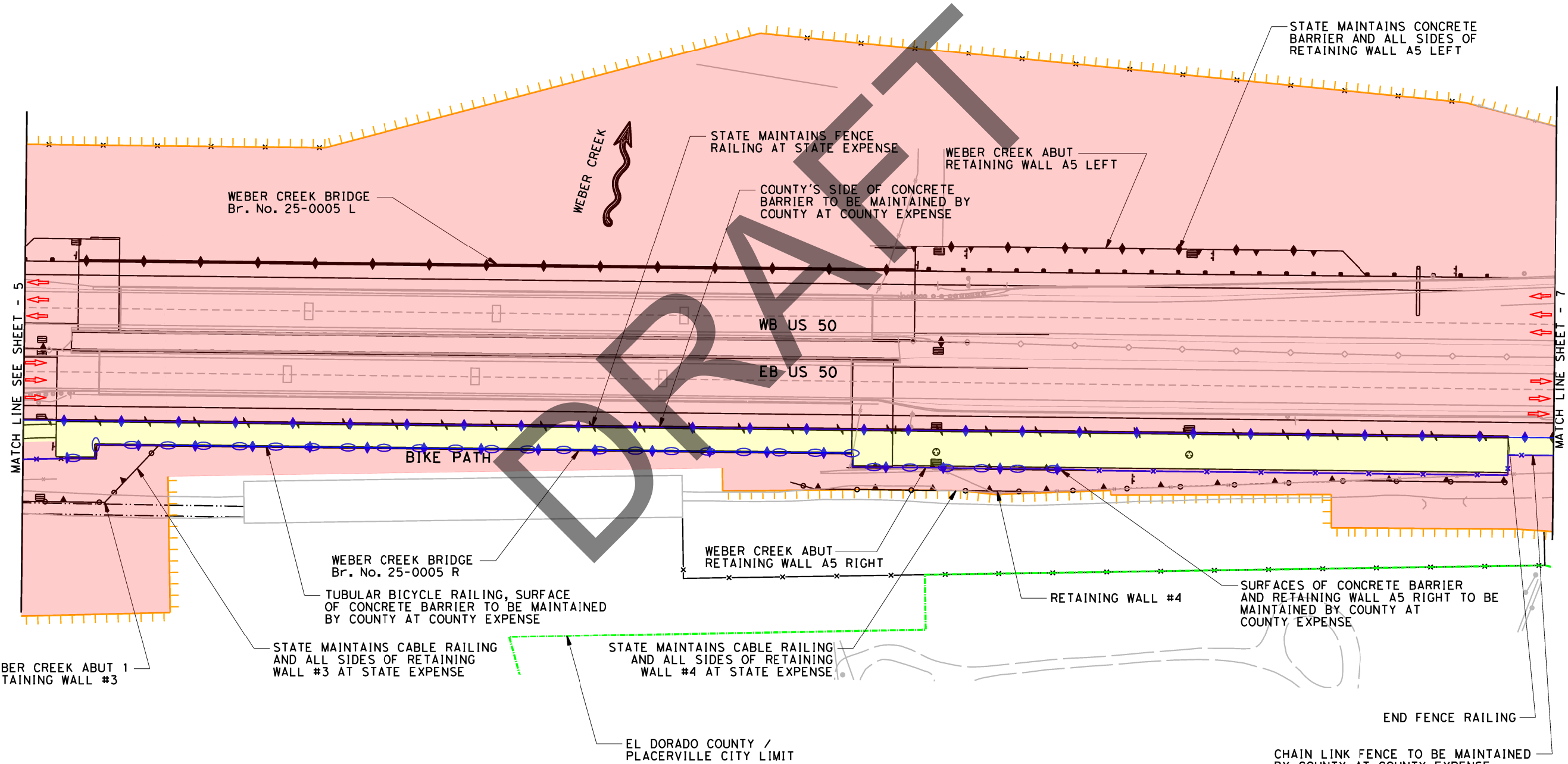
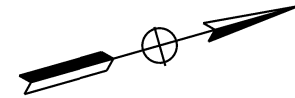
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DIST	COUNTY	LOCATION CODE	KM (MILES) POST TOTAL PROJECT	SHEET No.	TOTAL SHEETS
03	ED	50	23.9/25.4 (14.8/15.8)	6	9



**LEGEND:**

- TO BE MAINTAINED BY COUNTY AT COUNTY EXPENSE
- STATE MAINTAINS AT STATE EXPENSE
- 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 \*
- ROADSIDE SIGN (ONE OR TWO POST) \*
- DRAINAGE INLET \*



WEBER CREEK ABUT 1  
RETAINING WALL #3

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

WEBER CREEK BRIDGE  
Br. No. 25-0005 R  
TUBULAR BICYCLE RAILING, SURFACE  
OF CONCRETE BARRIER TO BE MAINTAINED  
BY COUNTY AT COUNTY EXPENSE

STATE MAINTAINS CABLE RAILING  
AND ALL SIDES OF RETAINING  
WALL #4 AT STATE EXPENSE

EL DORADO COUNTY /  
PLACERVILLE CITY LIMIT

WEBER CREEK ABUT  
RETAINING WALL A5 RIGHT

RETAINING WALL #4

SURFACES OF CONCRETE BARRIER  
AND RETAINING WALL A5 RIGHT TO BE  
MAINTAINED BY COUNTY AT  
COUNTY EXPENSE

END FENCE RAILING

CHAIN LINK FENCE TO BE MAINTAINED  
BY COUNTY AT COUNTY EXPENSE

STATE MAINTAINS CONCRETE  
BARRIER AND ALL SIDES OF  
RETAINING WALL A5 LEFT

STATE MAINTAINS FENCE  
RAILING AT STATE EXPENSE

WEBER CREEK ABUT  
RETAINING WALL A5 LEFT

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

WEBER CREEK BRIDGE  
Br. No. 25-0005 L

WB US 50

EB US 50

BIKE PATH

MATCH LINE SEE SHEET - 5

MATCH LINE SHEET - 7

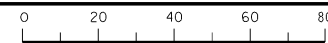
ALL DIMENSIONS ARE IN  
METERS UNLESS OTHERWISE SHOWN

**EXHIBIT A**

SCALE 1:500

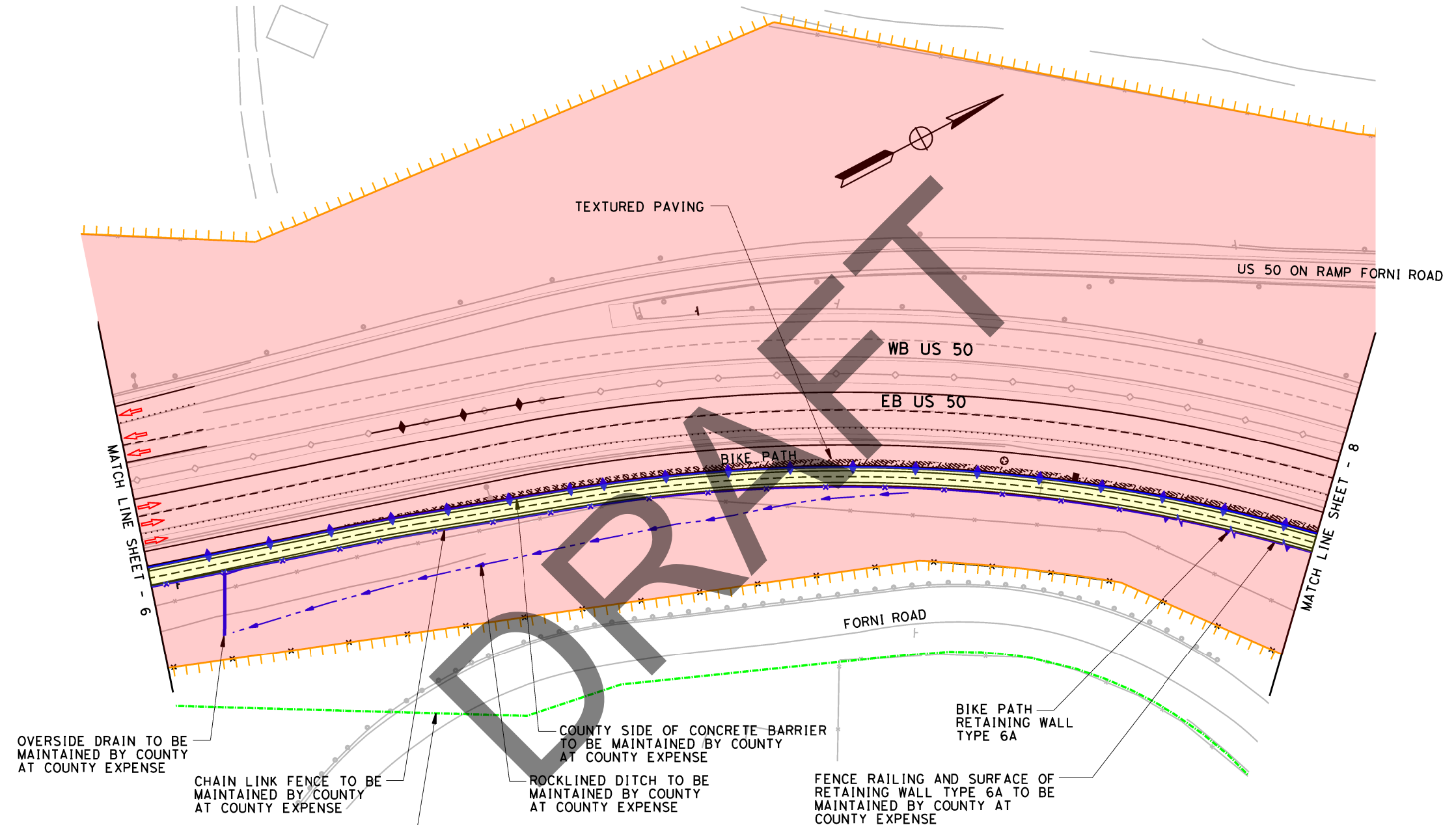
16-1904 2D 12 of 15 **SHEET - 6**

RELATIVE BORDER SCALE  
IS IN MILLIMETERS





DIST	COUNTY	LOCATION CODE	KM (MILES) TOTAL PROJECT	POST No.	SHEET No.	TOTAL SHEETS
03	ED	50	23.9/25.4 (14.8/15.8)		7	9



OVERSIDE DRAIN TO BE MAINTAINED BY COUNTY AT COUNTY EXPENSE

CHAIN LINK FENCE TO BE MAINTAINED BY COUNTY AT COUNTY EXPENSE

EL DORADO COUNTY / PLACERVILLE CITY LIMIT

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

ROCKLINED DITCH 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

**LEGEND:**

- TO BE MAINTAINED BY COUNTY AT COUNTY EXPENSE
- STATE MAINTAINS AT STATE EXPENSE

- CALTRANS R/W ACCESS CONTROL
- DIRECTION OF TRAFFIC
- CHAIN LINK FENCE \*
- METAL BEAM GUARD RAILING \*
- OVERHEAD SIGN
- PLACERVILLE CITY LIMIT

- RETAINING WALL \*
- CONCRETE BARRIER \*
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- TUBULAR BICYCLE RAILING \*
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- ROADSIDE SIGN (ONE OR TWO POST) \*
- DRAINAGE INLET \*

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

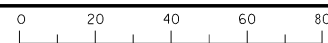
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**EXHIBIT A**

SCALE 1:500

16-1904 2D 13 of 15 **SHEET - 7**

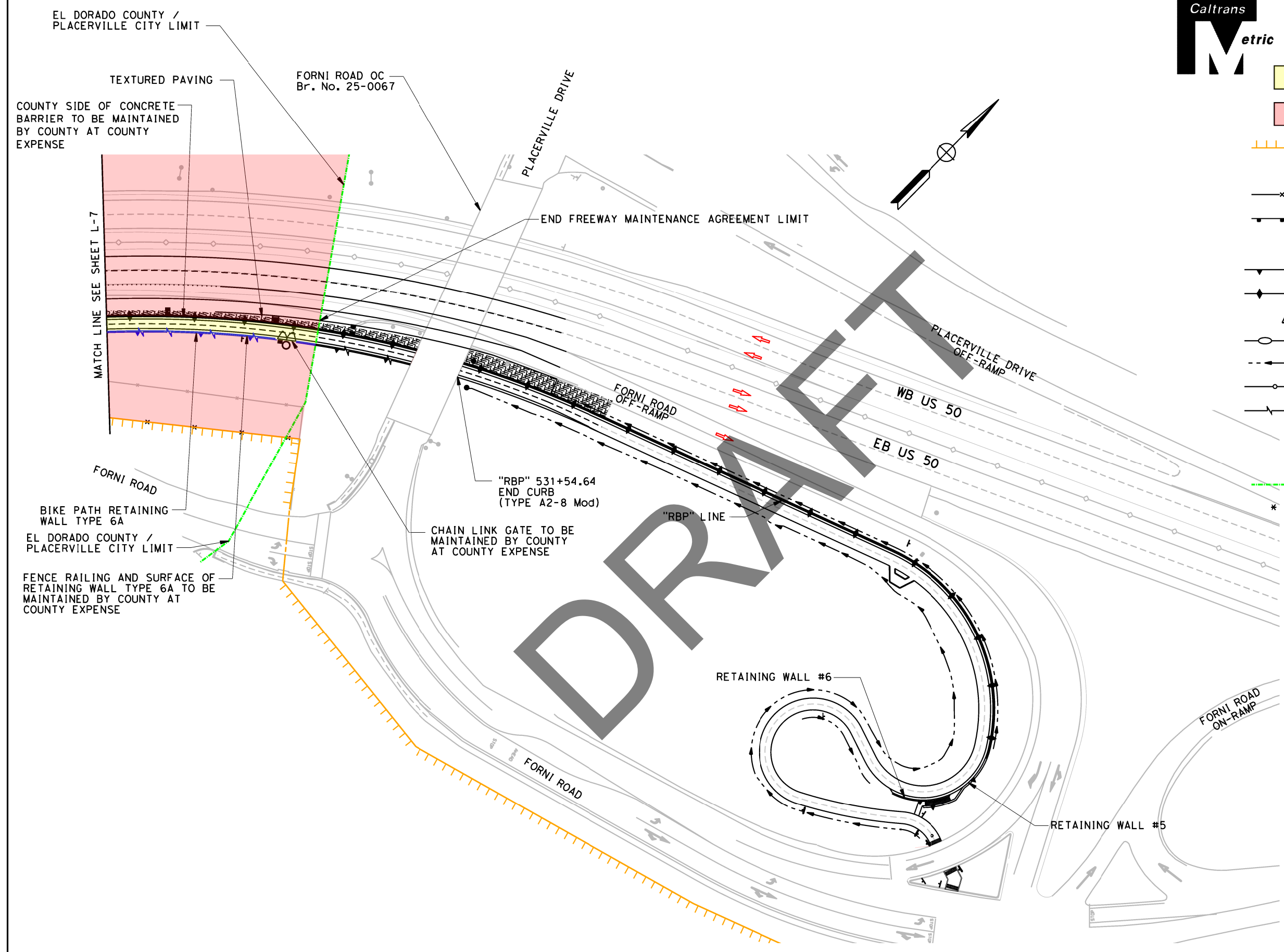
RELATIVE BORDER SCALE IS IN MILLIMETERS



DIST	COUNTY	LOCATION CODE	KM (MILES) TOTAL PROJECT	POST TOTAL PROJECT	SHEET No.	TOTAL SHEETS
03	ED	50	23.9/25.4 (14.8/15.8)		8	9



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  - 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

MATCH LINE SEE SHEET L-7

Forni Road

BIKE PATH RETAINING WALL TYPE 6A

EL DORADO COUNTY / PLACERVILLE CITY LIMIT

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

Forni Road OC Br. No. 25-0067

Placerville Drive

END FREEWAY MAINTENANCE AGREEMENT LIMIT

Forni Road Off-Ramp

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

"RBP" LINE

CHAIN LINK GATE TO BE MAINTAINED BY COUNTY AT COUNTY EXPENSE

RETAINING WALL #6

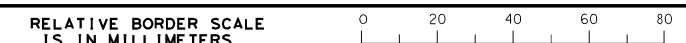
RETAINING WALL #5

Forni Road On-Ramp

ALL DIMENSIONS ARE IN METERS UNLESS OTHERWISE SHOWN

**EXHIBIT A**

SCALE 1:500



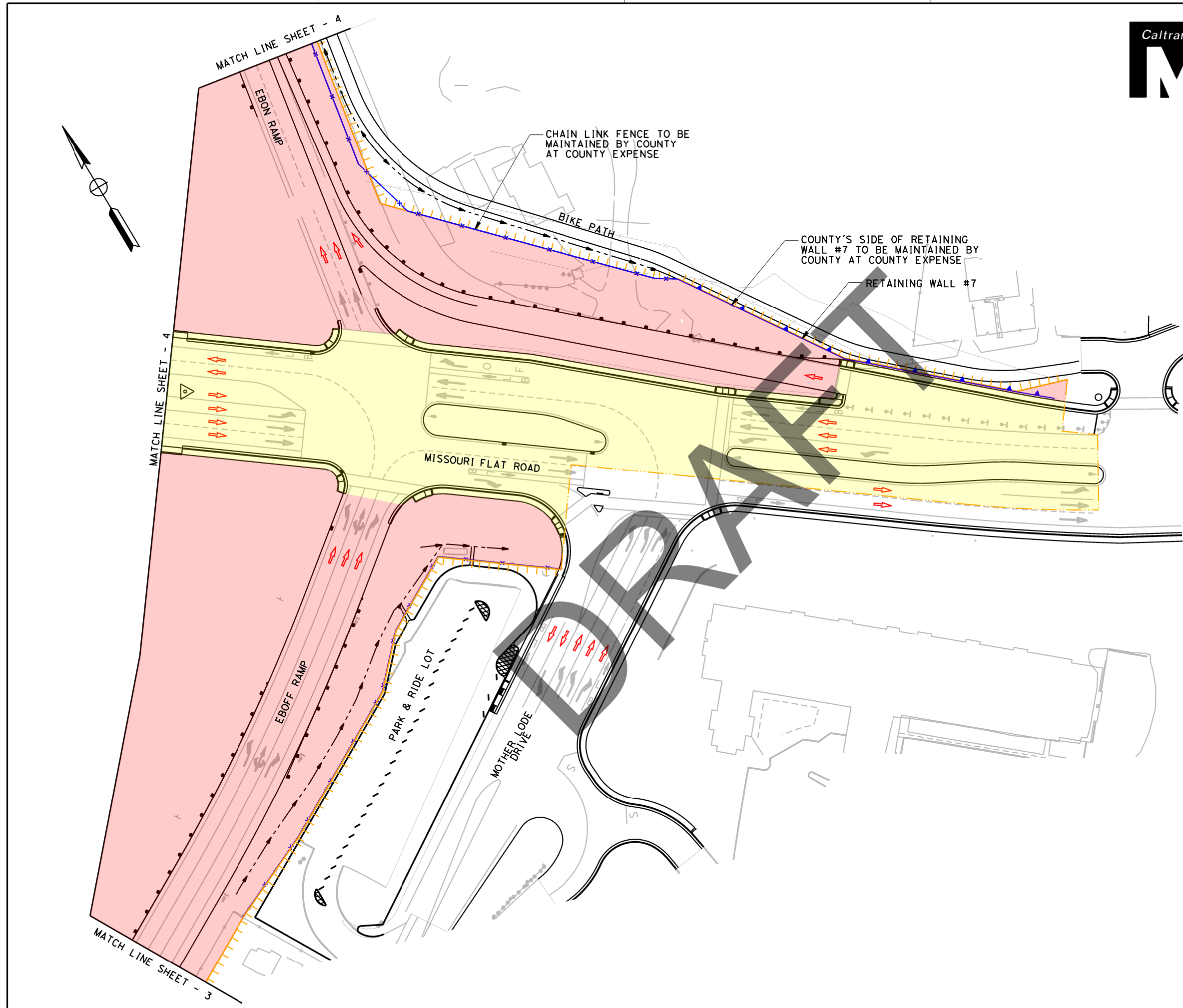
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- CONCRETE BARRIER \*
- CHAIN LINK GATE \*
- TUBULAR BICYCLE RAILING \*
- ROCK LINED DITCH \*
- CABLE RAILING \*
- FENCE RAILING \*
- ROADSIDE SIGN (ONE OR TWO POST) \*
- DRAINAGE INLET \*

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



ALL DIMENSIONS ARE IN METERS UNLESS OTHERWISE SHOWN

**EXHIBIT A**

SCALE 1:500

RELATIVE BORDER SCALE IS IN MILLIMETERS

