

**PROJECT SPECIFIC MAINTENANCE AGREEMENT
WITH
COUNTY OF EL DORADO**

This Project Specific Maintenance Agreement ("AGREEMENT") is made effective this _____ day of _____, 20____, by and between the State of California, acting by and through the Department of Transportation ("STATE"), and the County of El Dorado ("LOCAL AGENCY"); each may be referred to individually as a "PARTY" and jointly as "PARTIES."

RECITALS

1. WHEREAS, an Encroachment Permit No. 03-26-N-MC-0423 dated _____ was executed between LOCAL AGENCY and STATE to document the understanding between PARTIES regarding the planned improvements within STATE's Right-of-Way (State of California Department of Transportation Parcel APN 817-O.R.-353) near Barbara Avenue and between Lodi Avenue and Sierra Boulevard within the jurisdictional limits of the LOCAL AGENCY.
2. WHEREAS, the PARTIES hereto mutually desire to identify the maintenance responsibilities for the proposed Class I Multi-Use Path features and improvements, as defined herein, constructed or installed within the STATE's Right-of-Way and as shown in Exhibit A.
3. WHEREAS, a prior Maintenance Agreement between STATE and the California Tahoe Conservancy was executed on September 10, 2019. This AGREEMENT shall not supersede prior Maintenance Agreement(s) if any exist within the same limits as this AGREEMENT.
4. Categories of State Highway System (SHS) facilities covered under this AGREEMENT may include but are not limited to the following, which are specifically identified in Exhibit A:
 - A. **Complete Street Features and/or Enhancements** – These may include, Bikeways (Class I, Class II, Class II with Buffer, Class III, and Class IV), pedestrian paths, bus lanes, parking spaces, sidewalks, crosswalks, textured surfaces, street furniture, roundabouts, signage, roadway lighting, trash enclosures, street trees, tree wells, planters, planter boxes, landscaping, and irrigation.

- B. **Drainage Facilities** – Systems or structures designed to manage and direct the flow of water, typically to prevent flooding or waterlogging. Drainage Facilities include a variety of infrastructure components, such as: stormwater drains, sewers, ditches and channels, catch basins, retention or detention ponds, and culverts, inlets and outlets.
 - C. **Landscaped Areas** – These areas include hardscaping, planting, vegetation, and related landscaping improvements.
5. Definitions of SHS facilities components.
- A. **Bikeway Class I** – Provides a completely separated Right-of-Way designated for the exclusive use of bicycles and pedestrians with crossflows by motorists minimized.
 - B. **Bikeway Class II** – Provides a restricted Right-of-Way designated for the exclusive or semi-exclusive use of bicycles with through travel by motor vehicles or pedestrians prohibited, but with vehicle parking and crossflows by pedestrians and motorists permitted.
 - C. **Bikeway Class III** – Provides a Right-of-Way on-street or off-street, designated by signs or permanent markings and shared with pedestrians and motorists.
 - D. **Bikeway Class IV** – Promotes active transportation and provides a Right-of-Way designated exclusively for bicycle travel adjacent to a roadway and which are separated from vehicular traffic. Types of separation include, but are not limited to, grade separation, flexible posts, inflexible physical barriers, or on-street parking.
 - E. **Crosswalk** – Designated locations for pedestrians who are crossing roadways by defining and delineating paths on approaches to and within signalized intersections, and on approaches to other intersections where traffic stops.
 - F. **Lighting** – Electrical lamps and light posts installed within STATE Right-of-Way.
 - G. **Pedestrian Paths** – A path or walkway, other than a sidewalk, that is owned by the City, County, or another public entity and is specifically designed for pedestrian travel. The path is usually constructed of concrete, pavers, brick, stone, or asphalt, and it is designed for pedestrian use.
 - H. **Sidewalk** – A paved path along the side of a road.
 - I. **Signage** – Signs installed or approved by STATE.
 - J. **Street Furniture** – Refers to various elements and structures placed along roadways (e.g., benches, trash bins, bicycle racks, lighting, bus stops/bus shelters, signage) to enhance pedestrian experience,

improve safety, and contribute to the overall functionality and aesthetic of the street. These elements are designed to support active transportation, such as walking and cycling, while making the public space more comfortable and inviting for people.

- K. **Drainage Facilities** – Any facility that provides drainage to any location, including, but not limited to, culverts, wing walls, drains, drain inlets, gutters, curbs, and inlet grates.

OPERATIVE PROVISIONS

1. **Prior Freeway Maintenance Agreements.** This AGREEMENT shall not terminate the PARTIES' prior Freeway Maintenance Agreement(s) or any other maintenance agreements, if any exist within the same limits as this AGREEMENT. In case of inconsistency between prior maintenance agreements and this AGREEMENT, the terms of this AGREEMENT will prevail with regard to the scope of this AGREEMENT.
2. **Maintenance Standards.** PARTIES shall perform all maintenance in compliance with the standards set forth in Streets and Highways Code section 27, and in accordance with California laws, regulations, and STATE standards, including STATE's Maintenance Manual, Code of Safe Operating Practices, policies, procedures, and specifications in effect and as amended. "Maintain" or "Maintenance" under this AGREEMENT includes routine inspections, repairs, cleaning, and STATE approved replacements.
3. **Maintenance Service Schedule.** Upon approval of the necessary Encroachment Permit to perform maintenance, LOCAL AGENCY shall provide STATE's District Area Maintenance Superintendent, as shown in Exhibit C, at least twenty-four (24) hour prior telephone or email notice before performing any maintenance services under this AGREEMENT. LOCAL AGENCY shall notify the STATE of the frequency of its maintenance services. Maintenance services shall be performed between the hours of 9:00 AM and 3:00 PM or otherwise authorized by STATE and may be performed on weekends and holidays if necessary.
4. **Revising Exhibits.** When another planned future improvement has been constructed and/or a revision to SHS facilities has been affected within the limits of the improvement covered by this AGREEMENT, PARTIES can revise this AGREEMENT by mutually amending, replacing, or providing additional pages to the Exhibits that must be signed by authorized representatives of PARTIES. No formal amendment to the body of this AGREEMENT will be necessary. The

revised exhibit will thereafter supersede the previous Exhibit and become part of this AGREEMENT.

5. **Amendment to Agreement.** Except as provided in the preceding section concerning Exhibit amendments, the terms of this AGREEMENT can be changed only by a formal written amendment executed by all PARTIES.
6. **Successors.** This AGREEMENT shall be binding upon and inure to the benefit of each of the PARTIES and their respective successors-in-interest including, any subsequently incorporated city or other municipality established within the LOCAL AGENCY's jurisdictional limits. If the successor city or municipality fails to enter into a new agreement with STATE to accept the obligations of the LOCAL AGENCY, LOCAL AGENCY shall continue to be contractually bound to STATE by the terms of this AGREEMENT.
7. **Encroachment Permits.** Before LOCAL AGENCY may enter STATE Right-of-Way to install any encroachment or perform any maintenance or work in the areas covered by this AGREEMENT, LOCAL AGENCY must first apply for and obtain an encroachment permit(s) from the STATE's District 3 Encroachment Permit Office as per STATE's EP policy. An encroachment permit issued by the STATE will be at no cost to LOCAL AGENCY.
8. **Bikeways and Pedestrian Paths.**
 - A. LOCAL AGENCY is solely responsible for, and will maintain, Class I Multi-Use Path and all its related facilities including, but not limited to: paving, supportive structural components, aggregate base shoulder, retaining walls, bridges (of any sort), all railings, bollards, flexible barriers, curbs, storm water control measures, all fences, guard railing, drainage facilities, and slope and structural adequacy of bicycle/pedestrian Class I Multi-Use Path and any plantings or other types of roadside development installed as part of the project located and constructed within LOCAL AGENCY jurisdiction in STATE's Right-of-Way.
 - B. In addition, LOCAL AGENCY will provide a safe facility for bicycle and pedestrian travel along the entire length of the Class I Multi-Use Path by providing sweeping, debris removal, and snow removal, when necessary, as deemed by STATE. LOCAL AGENCY will maintain all signing and striping, electrical facilities (solar or otherwise), and pavement markings required for the direction and operation of that non-motorized facility.

- C. LOCAL AGENCY, at LOCAL AGENCY's expense, shall remove all graffiti and remove and legally dispose of all debris and trash from Class I Multi-Use Path. Any graffiti that resembles or is on a mural, artwork, painting, or other similar elements may not be removed without prior consultation with and approval from the STATE's District 3 Transportation Art Coordinator.
- D. LOCAL AGENCY shall perform routine structural and maintenance inspections and repair, replace or complete other improvements necessary to ensure the Class I Multi-Use Path retains its integrity for the safety of the public using this/these structure(s) and travelers using STATE Right-of-Way.
10. **Unsheltered Encampments.** LOCAL AGENCY shall remove Persons Experiencing Homelessness (PEH) and any structures, personal property, debris, and/or other items related to the encampment from the locations shown in Exhibit A, subject to STATE's Maintenance Policy Directive 1001 R1, as amended, and applicable State and Federal law.

Nothing in this AGREEMENT grants or waives the right of California Highway Patrol (CHP) and other law enforcement agencies having jurisdiction over the Locations shown in Exhibit A.

11. **Landscaped Areas.** LOCAL AGENCY is responsible for the maintenance of any plantings or other types of roadside improvements installed by LOCAL AGENCY as permitted encroachments lying inside and outside of STATE Right-of-Way as shown in Exhibit A. LOCAL AGENCY shall restrict walk-on access to the STATE Right-of-Way.
12. **Path Lightings.** LOCAL AGENCY is responsible for the maintenance of all pathlights installed by LOCAL AGENCY as permitted encroachments within the STATE Right-of-Way including, but not limited to, ground mounted poles, conduits, and pull boxes. Responsibility for payment for electricity costs of the pathlights shown on Exhibit A shall lie with LOCAL AGENCY.
13. **Legal Relations and Responsibilities.**
- A. No Third-Party Beneficiaries.

This AGREEMENT is not intended to create duties, obligations, or rights of third parties beyond the PARTIES to this AGREEMENT. Nor does this AGREEMENT affect a PARTY's legal liability by imposing any standard of

care for the operation and maintenance of STATE highways and LOCAL AGENCY facilities different from the standard of care imposed by law.

B. Indemnification.

Neither LOCAL AGENCY nor any of its officers or employees is responsible for any injury, damage or liability occurring by reason of anything done or omitted to be done by STATE in connection with any work, authority or jurisdiction conferred upon STATE pursuant to this AGREEMENT. To the fullest extent permitted by law, STATE, shall fully defend, indemnify, and save harmless LOCAL AGENCY and its officers and employees from all claims, suits or actions of every kind occurring by reason of anything done or omitted to be done by STATE, its contractors, sub-contractors, and/or its agents pursuant to this AGREEMENT.

Neither STATE nor any of its officers or employees is responsible for any injury, damage or liability occurring by reason of anything done or omitted to be done by LOCAL AGENCY in connection with any work, authority or jurisdiction conferred upon LOCAL AGENCY pursuant to this AGREEMENT. To the fullest extent permitted by law, LOCAL AGENCY, shall fully defend, indemnify, and save harmless STATE and its officers and employees from all claims, suits or actions of every kind occurring by reason of anything done or omitted to be done by LOCAL AGENCY, its contractors, sub-contractors, and/or its agents pursuant to this AGREEMENT.

C. Prevailing Wages and Labor Code Compliance. LOCAL AGENCY shall comply with any and all applicable labor and prevailing wage requirements in Labor Code Sections 1720 through 1815 and implementing regulations for any public works or maintenance contracts and subcontracts executed for the LOCAL AGENCY's work under this AGREEMENT.

14. **Insurance.**

A. Self-Insured. LOCAL AGENCY is self-insured. LOCAL AGENCY shall deliver evidence of self-insured coverage providing general liability insurance, coverage of bodily injury and property damage liability, in an amount of \$1 million per occurrence, \$2 million in aggregate, and \$5 million in excess, as may be amended as the minimum liability coverage limits codified in the STATE's Standard Specifications, by delivering a Letter Certifying Self-Insurance. The Letter of Self-Insurance must be substantially

in the form of Exhibit B, and identify the AGREEMENT number, and location as depicted in Exhibit A. LOCAL AGENCY shall provide the original Letter Certifying Self-Insurance as a condition to STATE's execution of this AGREEMENT. A copy of the original letter shall be attached to this AGREEMENT as Exhibit B.

B. Self-Insured using Contractor. If the work performed under this AGREEMENT is done by LOCAL AGENCY's contractor(s), LOCAL AGENCY shall require its contractor(s) to maintain in force, during the term of this AGREEMENT, a policy of general liability insurance, including coverage of bodily injury and property damage liability, naming STATE, its officers, agents and employees as the additional insured in an amount of \$1 million per occurrence, \$2 million in aggregate, and \$5 million in excess, as may be amended as the minimum liability coverage limits codified in the STATE's Standard Specifications. LOCAL AGENCY will provide a certificate of insurance evidencing this insurance in a form satisfactory to STATE as a condition to STATE's execution of this AGREEMENT.

15. **Default.** If LOCAL AGENCY fails to perform obligations assumed under this AGREEMENT, STATE may by written notice request that the default be remedied within thirty (30) calendar days. If LOCAL AGENCY fails or refuses to do so, STATE may complete the obligations and seek reimbursement from the LOCAL AGENCY who shall pay the invoice within thirty (30) calendar days.
16. **Complete Agreement.** This AGREEMENT, along with any attachments, is the full and complete integration of the PARTIES' agreement with respect to the maintenance of the locations identified in Exhibit A. This AGREEMENT supersedes any previous written or oral agreements between the PARTIES with respect to the locations identified in Exhibit A. Unless otherwise stated, to the extent there is any conflict between this AGREEMENT and any other agreement (written or oral) regarding maintenance of the area identified in Exhibit A, the terms of this AGREEMENT shall control.
17. **Severability.** The unenforceability, invalidity, or illegality of any provision(s) of this AGREEMENT shall not render the other provisions unenforceable, invalid, or illegal.

18. **Waiver.** Waiver by any PARTY of any portion of this AGREEMENT shall not constitute a waiver of the same or any other portion hereof.
19. **Governing Law.** This AGREEMENT shall be governed by and interpreted in accordance with California law.
20. **Notice.** If either PARTY shall desire or is required to give notice to the other, such notice shall be given in writing, via email, and concurrently delivered by: (a) personal delivery, in which case, notice is effective upon delivery; (b) overnight courier (i.e., Federal Express) with charges prepaid or charged to the sender's account, in which case, notice is effective when delivered; (c) priority U.S. Mail, in which case, notice shall be deemed delivered on the second business day after the deposit thereof with the U.S. Postal Service.
21. **Cost.** Any PARTY who is assigned obligation under this AGREEMENT shall complete them at their own costs, unless expressly stated otherwise in this AGREEMENT.
22. **Termination.** This AGREEMENT may be terminated by the mutual written consent of each PARTY. The STATE may terminate this AGREEMENT, should the LOCAL AGENCY fail to perform the requirements of this AGREEMENT at the time and in the manner provided herein.
23. **Effective Date.** This AGREEMENT shall become effective on the last of the dates each PARTY's authorized representative has executed this AGREEMENT.
24. **Authority.** Each individual executing this AGREEMENT on behalf of each PARTY represents and warrants that he/she is duly authorized to execute this AGREEMENT. LOCAL AGENCY represents and certifies that it has, through its regular political process, authorized the execution of this AGREEMENT by appropriate resolution, delegation, or plenary authority, as required. A true and correct copy of the local resolution or ordinance has been provided to the STATE.
25. **Electronic Signatures.** Electronic signatures of the PARTIES, whether digital or encrypted, are intended to authenticate this written AGREEMENT, and shall have the same force and effect as manual signatures for this AGREEMENT.

THE COUNTY OF EL DORADO

Date: _____
Brooke Laine, Chair
Board of Supervisors

Attest:

Date: _____
Kim Dawson
Clerk of the Board

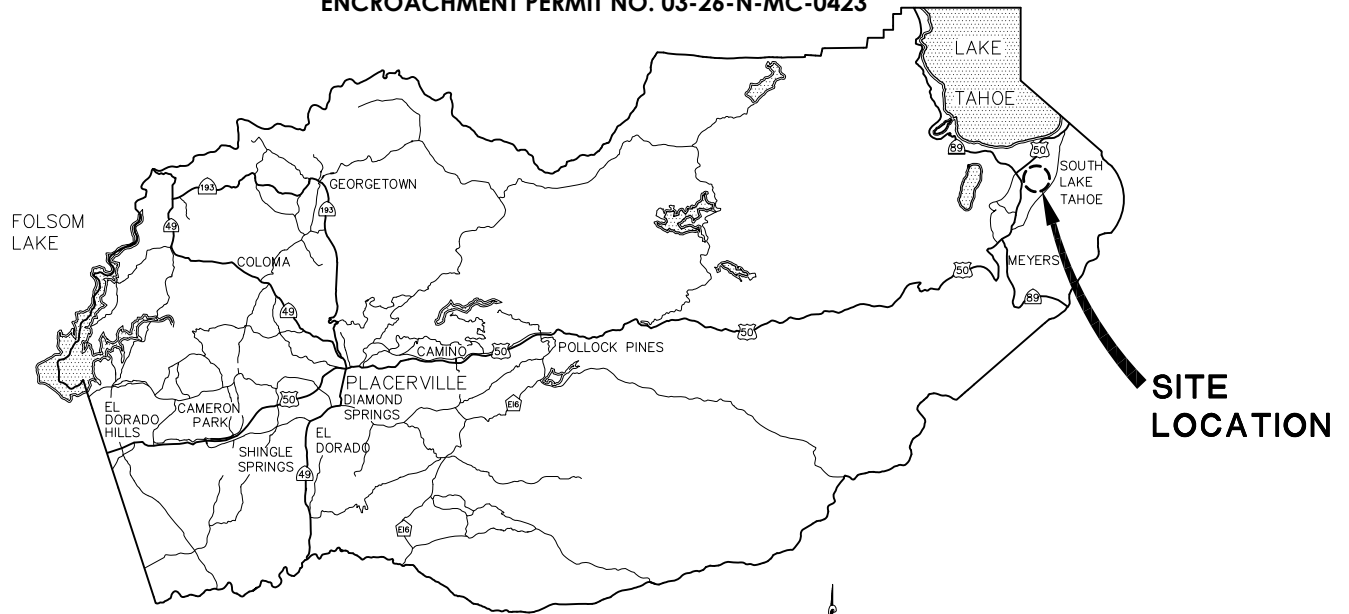
**STATE OF CALIFORNIA
DEPARTMENT OF TRANSPORTATION**

Date: _____
Deputy District Director
Maintenance District 3

EXHIBIT A

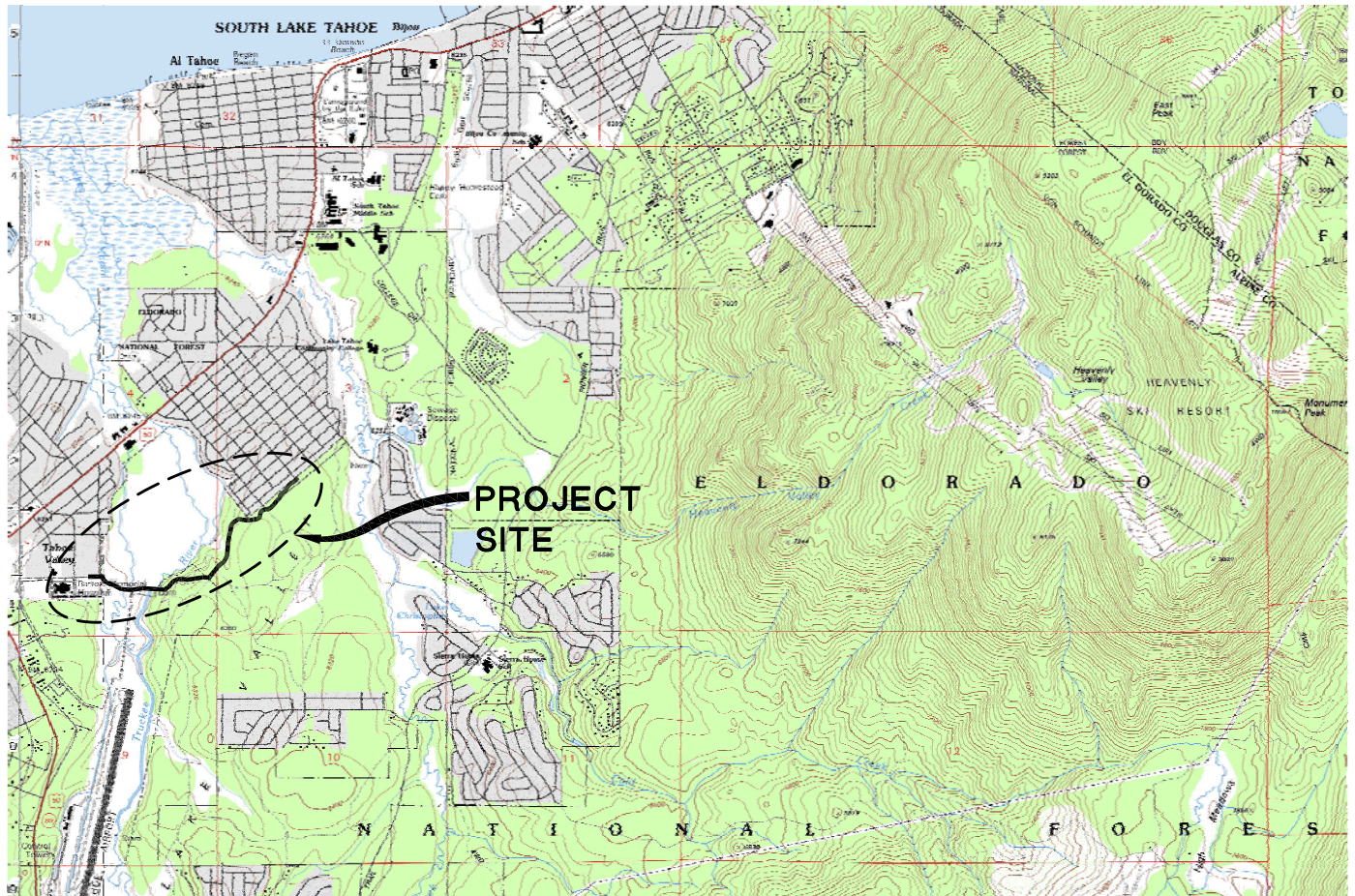
PROJECT SPECIFIC MAINTENANCE AGREEMENT WITH COUNTY OF EL DORADO

ENCROACHMENT PERMIT NO. 03-26-N-MC-0423



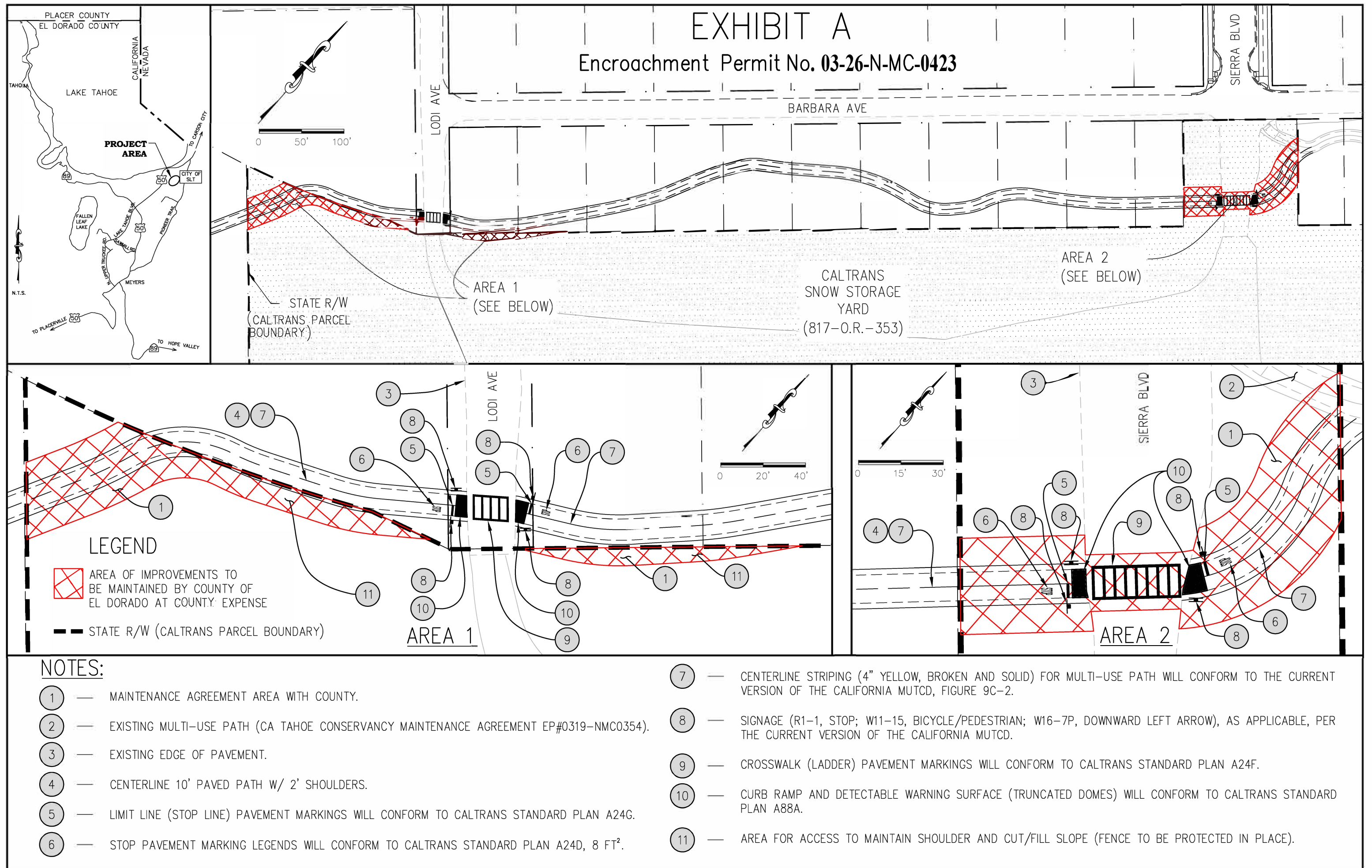
VICINITY MAP

NTS



LOCATION MAP

NTS





EL DORADO COUNTY

DEPARTMENT OF TRANSPORTATION

PLACERVILLE OFFICES:**MAIN OFFICE:**

2850 Fairlane Court, Placerville, CA 95667
(530) 621-5900 / (530) 626-0387 Fax

CONSTRUCTION & MAINTENANCE:

2441 Headington Road, Placerville, CA 95667
(530) 642-4909 / (530) 642-0508 Fax

LAKE TAHOE OFFICES:**ENGINEERING:**

924 B Emerald Bay Road, South Lake Tahoe, CA 96150
(530) 573-7900 / (530) 541-7049 Fax

MAINTENANCE:

1121 Shakori Drive, South Lake Tahoe, CA 96150
(530) 573-3180 / (530) 577-8402 Fax

Exhibit B

July 8, 2026

California Department of Transportation
703 B Street
Marysville, CA 95901

ATTN: Jose Luis Valdez, District 3 Maintenance Agreements Coordinator

Re: Statement of Self-Insurance for County of El Dorado ("LOCAL AGENCY") for Project Specific Maintenance Agreement ("AGREEMENT") No. TR-03-26-JV-22 with California Department of Transportation ("STATE") for the Class I Multi-Use Path at the State of California Department of Transportation Parcel APN 817-O.R.-353 near Barbara Avenue and between Lodi Avenue and Sierra Boulevard.

Dear Mr. Valdez,

This letter certifies that the LOCAL AGENCY is self-insured and self-funded covering third-party claims arising out of its general operations (i.e., commercial general liability and automobile liability insurance). Further, the LOCAL AGENCY is self-insured, covering workers' compensation claims and has received the consent of the State Department of Industrial Relations to do so.

Each fiscal year, as a part of its budgetary process, the LOCAL AGENCY appropriates funds specifically to satisfy valid third-party claims and workers' compensation claims, which may be brought against the LOCAL AGENCY.

The LOCAL AGENCY certifies its self-insured, general liability coverage for bodily injury and property damage liability, meets the required coverage amounts in the insurance section of the AGREEMENT, specifically general liability insurance, coverage of bodily injury and property damage liability in an amount of \$1 million per occurrence, \$2 million in aggregate, and \$5 million in excess.

If you need any additional information regarding this letter, please direct those inquiries through my office.

Sincerely,

Risk Manager

EXHIBIT C

PARTY Representatives Contact information

LOCAL AGENCY

Attn: Donaldo Palaroan – Sr. Civil Engineer
Address: 924 B Emerald Bay Road
City, Zip: South Lake Tahoe, 96150
Contact Number: (530)573-7920

STATE

Attn: District 3 Area Maintenance Superintendent
Address: 3065 Blair Lane
City, Zip: Placerville, CA 95667
Contact Number (Office): (530) 577-5968
Contact Number (Cell): (530) 545-0017

Attn: District 3 Transportation Art Coordinator
Address: 703 B Street
City, Zip: Marysville, CA 95901
Contact Number: (530) 821-8433

Attn: District 3 Maintenance Agreements Coordinator
Address: 703 B Street
City, Zip: Marysville, CA 95901
Contact Number: (530) 812-4697