

**PROJECT SPECIFIC MAINTENANCE AGREEMENT
FOR THE PONDORADO ROAD UNDERCROSSING IN THE COUNTY OF EL DORADO**

THIS AGREEMENT is made effective this 22nd day of December, 2020, 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. WHEREAS, Cooperative Agreement Number 03-0651 was executed between COUNTY and STATE on August 19, 2019 to construct an undercrossing on United States Highway 50 (US 50), hereinafter referred to as "PROJECT", and
2. WHEREAS, in accordance with said agreement, it was agreed by PARTIES that prior to or upon PROJECT completion, COUNTY and STATE will enter into a Maintenance Agreement, and
3. WHEREAS, the PARTIES hereto mutually desire to identify the maintenance responsibilities of COUNTY for improvements of PROJECT constructed under the Cooperative Agreement Number 03-0651, and
4. WHEREAS, there is an existing Freeway Maintenance Agreement, ED-09-7062, with COUNTY; dated March 20, 1957. This agreement is not meant to replace or supersede the earlier agreement(s).

NOW THEREFORE, IT IS AGREED AS FOLLOWS:

SECTION II

AGREEMENT

5. Exhibit A consists of plan drawings that delineate the areas within STATE right of way which are the responsibility of the COUNTY to maintain in accordance with this Maintenance Agreement.
6. If there is mutual agreement on the change in the maintenance duties between PARTIES, the PARTIES can revise the Exhibit A by a mutual written-amendment of the exhibit and this Agreement.

7. COUNTY must obtain the necessary Encroachment Permits from STATE's District 3 Encroachment Permit Office prior to entering STATE right of way to perform COUNTY maintenance responsibilities. This permit will be issued at no cost to COUNTY.
8. VEHICULAR AND PEDESTRIAN UNDERCROSSINGS
 - 8.1. STATE will maintain the entire structure of all STATE-constructed vehicular and pedestrian undercrossings of STATE freeways except as hereinafter provided.
 - 8.2. COUNTY will be maintaining the roadway sections, including the traveled way, shoulders, curbs, sidewalks, wall surfaces (including eliminating graffiti), drainage installations, and traffic service facilities that may be required for the benefit or control of traffic using that undercrossing. 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.
 - 8.3. COUNTY will request STATE's District Encroachment Permit Engineer to issue the necessary Encroachment Permit for any proposed change in minimum vertical clearances between COUNTY roadway surface and the structure that results from modifications to the roadway (except when said modifications are made by STATE). If the planned modifications will result in a reduction in the minimum clearance within the traveled way, an estimate of the clearance reduction must be provided to STATE's Transportation Permit Engineer prior to starting work. Upon completion of that work, a vertical clearance diagram will be furnished to STATE's Transportation Permit Engineer that shows revised minimum clearances for all affected movements of traffic, both at the edges of the traveled way and at points of minimum clearance within the traveled way.
9. LANDSCAPED AREAS - COUNTY is responsible for the maintenance of any plantings or other types of roadside development lying outside of the area reserved for exclusive freeway use.
10. LIGHTING – COUNTY is responsible for the maintenance of lighting as shown in Red on Exhibit A and at COUNTY expense.
11. BICYCLE PATHS - COUNTY will maintain, at COUNTY expense, a safe facility for bicycle travel along the entire length of the path by providing sweeping and debris removal when necessary; and all signing and striping and pavement markings required for the direction and operation of that non-motorized facility. If constructed as permitted encroachments within STATE's right of way,

permittee is solely responsible for all path improvements, all fences, guard railing, drainage facilities, slope and structural adequacy of any bicycle path located and constructed within STATE's right of way.

12. LEGAL RELATIONS AND RESPONSIBILITIES

12.1. Nothing within the provisions of this Agreement is intended to create duties or obligations to or rights in third parties not parties to this Agreement or to affect the legal liability of a PARTY to the Agreement by imposing any standard of care with respect to the operation and maintenance of STATE highways and local facilities different from the standard of care imposed by law.

12.2. 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, under or in connection with any work, authority or jurisdiction conferred upon STATE under this Agreement. It is understood and agreed that STATE shall fully defend, indemnify and save harmless COUNTY and all of their 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 STATE under this Agreement.

12.3. 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 conferred upon COUNTY 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.

13. PREVAILING WAGES:

13.1. Labor Code Compliance- If the work performed under this Agreement is done under contract and falls within the Labor Code section 1720(a)(1) definition of a "public works" 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.

13.2. 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 works" 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

14. 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 \$1 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 with a signed copy of this Agreement.

14.1. 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 \$1 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 with a signed copy of this Agreement.

15. 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.


16. 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 and 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: 
~~Brian K. Weerkamp~~ John Hidahl
First Vice Chair, Board of Supervisors

TOKS OMISHAKIN
Director of Transportation

Initiated and Approved

By: 
Rafael Martinez
Director, Department of Transportation
El Dorado County

By: 
Deputy District Director
Maintenance District

ATTEST:

By: 
Kim Dawson
Clerk of the Board of Supervisors

| | | | | | |
|------|--------|-------|-----------------------------|--------------|-----------------|
| Dist | County | Route | Post Miles Total Project | Sheet No. | Total Sheets |
| 03 | ED | 50 | 18.5/24.2 | | |

STATE OF CALIFORNIA
DEPARTMENT OF TRANSPORTATION
**PROJECT PLANS FOR CONSTRUCTION ON
STATE HIGHWAY**

**IN EL DORADO COUNTY IN AND NEAR PLACERVILLE
FROM MOSQUITO ROAD UNDERCROSSING
TO SCHNELL SCHOOL ROAD UNDERCROSSING
AND FROM 0.2 MILE WEST OF STILL MEADOW ROAD
TO 0.2 MILE EAST OF CARSON ROAD**

TO BE SUPPLEMENTED BY STANDARD PLANS DATED 2018

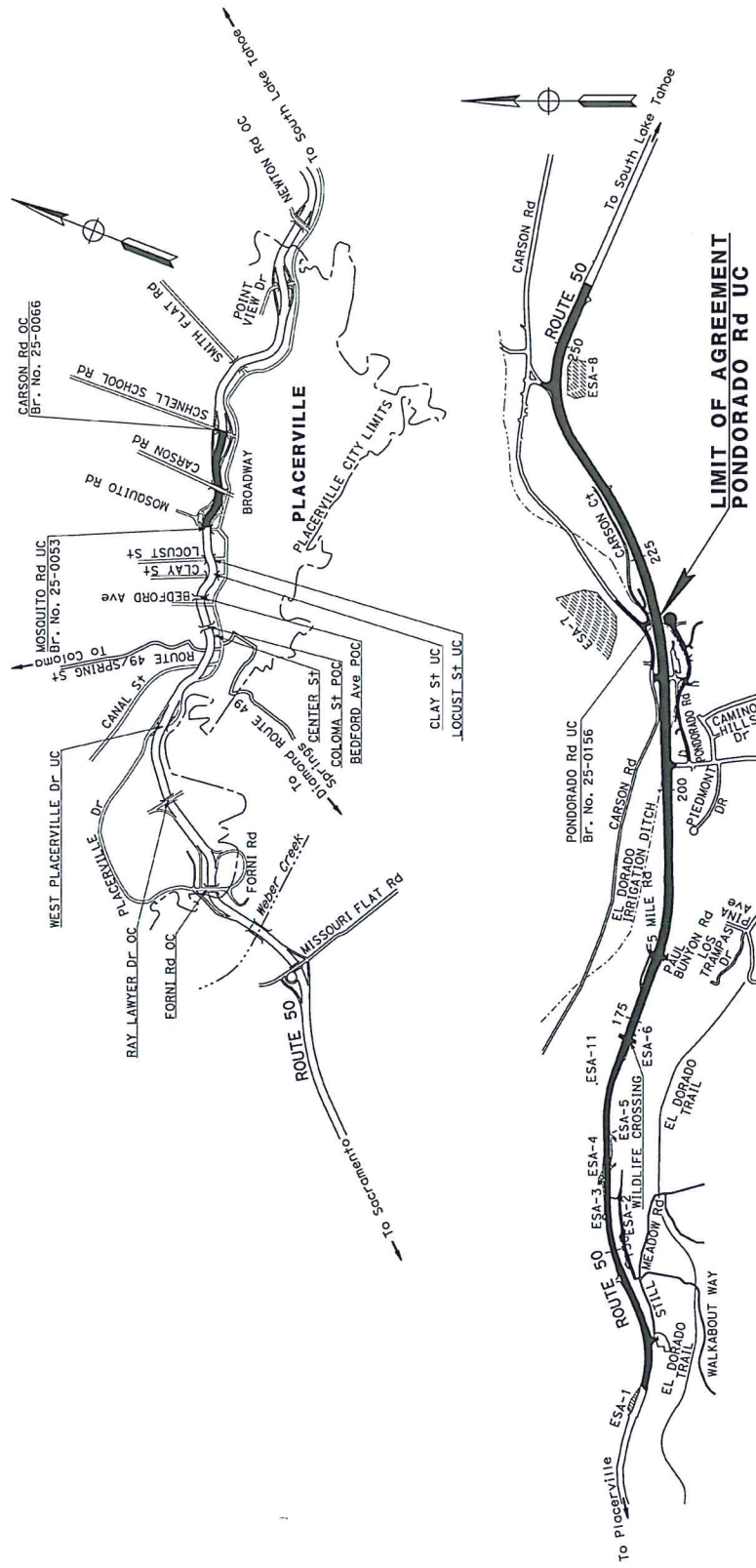


EXHIBIT A
NO SCALE

SHEET 1

| | | | | | | |
|------|--------|-------|------------|-------|-------|--------|
| Dist | County | Route | Post Miles | Total | SHEET | TOTAL |
| 03 | ED | 50 | 18.5/24.2 | | NO. | SHEETS |

- TO BE MAINTAINED BY COUNTY AT COUNTY EXPENSE
- CALTRANS R/W
- RETAINING WALL
- DRAINAGE DITCH
- CHAIN LINK FENCE
- TEMPORARY CONSTRUCTION EASEMENT/ SLOPE EASEMENT

- DIRECTION OF TRAFFIC
- DRAINAGE INLET
- OVERHEAD STREET LIGHT

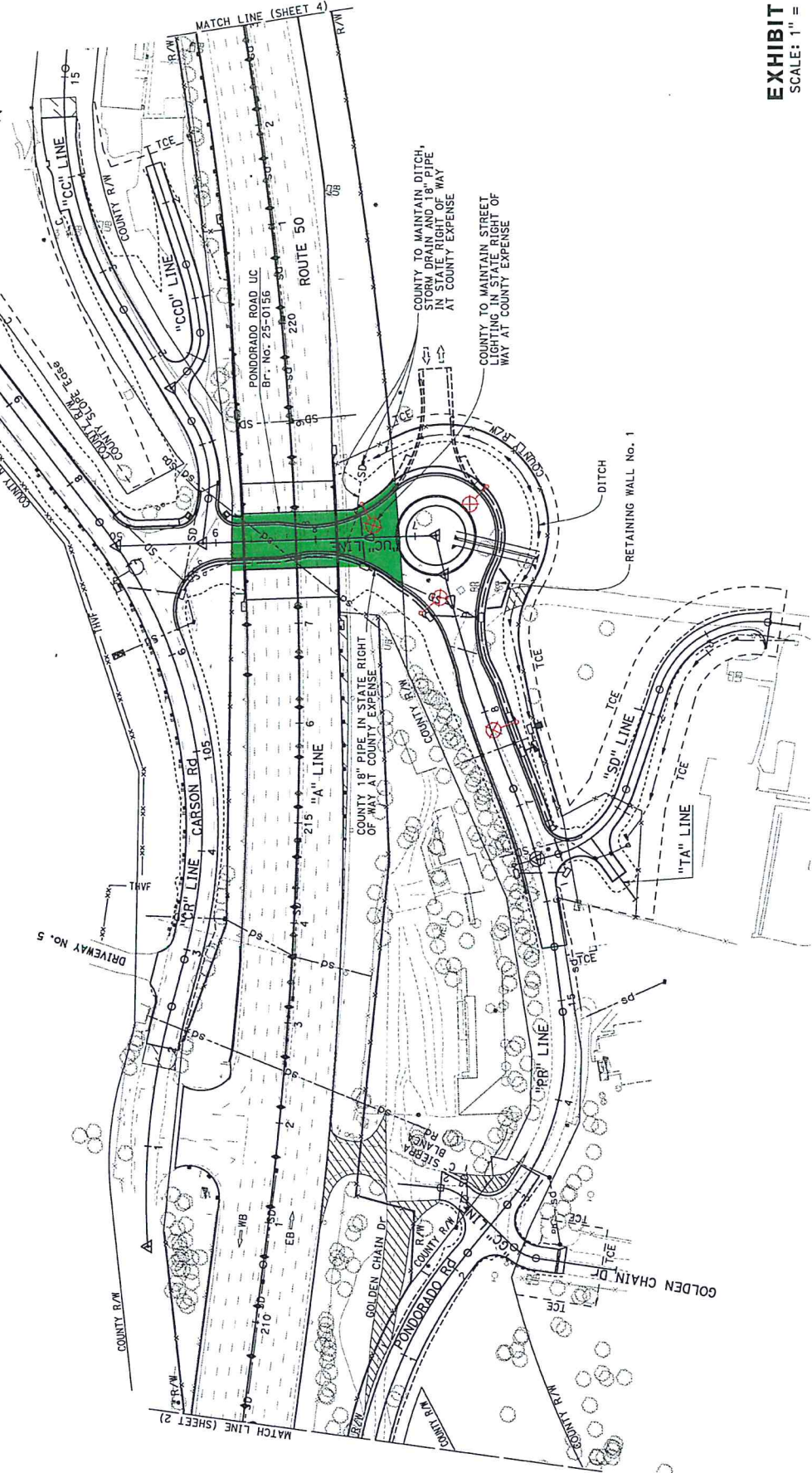
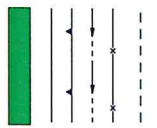


EXHIBIT A
SCALE: 1" = 50'

SHEET 2



RELATIVE BORDER SCALE IS IN INCHES