

**PROJECT SPECIFIC MAINTENANCE AGREEMENT
WITH CITY OF SANTA ROSA**

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 City of Santa Rosa; hereinafter referred to as "CITY"; and collectively referred to as "PARTIES".

SECTION I**RECITALS**

1. Contract No. 1Q700, a State project consist of upgrade the bridge railing at Mendocino Avenue Overcrossing on State Route (SR) 101, hereinafter referred to as "PROJECT", and
2. At CITY's request, STATE will install a non-state standard ornamental railing fence, wire fabric mesh and concrete barrier rail with rose motif to match with nearby overcrossings. It was agreed by PARTIES that prior to or upon PROJECT completion, CITY and STATE will enter into a Maintenance Agreement, and
3. The PARTIES hereto mutually desire to identify the maintenance responsibilities of CITY for the improvements of PROJECT constructed within the STATE right of way ,and
4. 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, and
5. There is an existing Supplemental Freeway Maintenance Agreement, with CITY dated January 7, 1964. This Agreement is meant to replace or supersede the earlier agreement.

NOW THEREFORE, IT IS AGREED AS FOLLOWS:

SECTION II**AGREEMENT**

1. PARTIES agree this Agreement shall supersede the said Supplemental Freeway Maintenance Agreement executed by PARTIES on January 7, 1964 that are included in this Project Specific Maintenance Agreement.

2. Exhibit A consists of plan drawings, and Exhibits B delineate and describe the areas within STATE right of way which are the responsibility of the CITY to maintain in accordance with this Agreement.
3. If there is mutual agreement on a change in the maintenance responsibilities between PARTIES, the PARTIES can revise the Exhibit A or B, by a mutual written execution of the exhibit.
4. CITY must obtain the necessary Encroachment Permits from STATE's District 4 Encroachment Permit Office prior to entering STATE right of way to perform CITY maintenance responsibilities. This permit will be issued at no cost to CITY.

5. VEHICULAR OVERCROSSINGS

5.1. CITY will maintain, at CITY expense, the deck wearing surface and drainage system and all portions of the structure above the bridge deck, including, but without limitation, ornamental bridge fence, wire fabric mesh, concrete barrier rail motif anchor block, sidewalks, bridge rails and screens, lighting installations, signs, pavement markings, that may be required for the benefit or control of pedestrians and traffic traveling over that overcrossing structure.

6. LANDSCAPED AREAS - CITY is responsible for the maintenance of any plantings or other types of roadside improvements of PROJECT lying outside of the fenced area restricting walk-on access to the freeway.
7. BICYCLE PATHS, LANES, AND CYCLE TRACKS constructed as permitted encroachments within STATE's right of way, CITY is solely responsible for all permitted improvements, including but not limited to the delineation, fencing, guard railing, drainage facilities, slope and structural adequacy. CITY will maintain, at CITY expense, a safe facility for bicycle travel along the entire length of the path/lane/cycle track 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.

8. LEGAL RELATIONS AND RESPONSIBILITIES

8.1. 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.

8.2. Neither CITY 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 CITY 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.

8.3. 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 CITY under or in connection with any work, authority or jurisdiction conferred upon CITY under this Agreement. It is understood and agreed that CITY 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 CITY under this Agreement.

9. PREVAILING WAGES:

9.1. 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. CITY 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. CITY agrees to include prevailing wage requirements in its contracts for public works. Work performed by CITY'S own forces is exempt from the Labor Code's Prevailing Wage requirements.

9.2. Requirements in Subcontracts - CITY shall require its contractors to include prevailing wage requirements in all subcontracts when the work to be performed by the subcontractor under this Agreement 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 CITY's contracts.

10. INSURANCE

10.1. SELF-INSURED - CITY is self insured. CITY agrees to deliver evidence of self-insured coverage providing general liability insurance, coverage of bodily injury liability and property damage liability, naming 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 certification of self-insurance letter ("Letter of Self-Insurance"), satisfactory to STATE, certifying that CITY meets the coverage requirements of this section. This

Letter of Self-Insurance shall also identify the PROJECT location as depicted in EXHIBIT A. CITY shall deliver to STATE the Letter of Self-Insurance with a signed copy of this AGREEMENT. A copy of the executed Letter of Self-Insurance shall be attached hereto and incorporate as Exhibit C.

10.2. SELF-INSURED- using Contractor - If the work performed under this AGREEMENT is done by CITY's contractor(s), CITY 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 liability and property damage liability, naming 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 that shall be delivered to the STATE with a signed copy of this Agreement.

11. TERMINATION - This Agreement may be terminated by mutual written consent by PARTIES or by STATE for cause. CITY's failure to comply with the provisions of this Agreement may be grounds for a Notice of Termination by STATE.

12. 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 as set forth in Article 11 above.

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 CITY OF SANTA ROSA

STATE OF CALIFORNIA
DEPARTMENT OF TRANSPORTATION

By: _____
MARK STAPP
Mayor

Initiated and Approved

By: _____
MARASKESHIA SMITH
City Manager

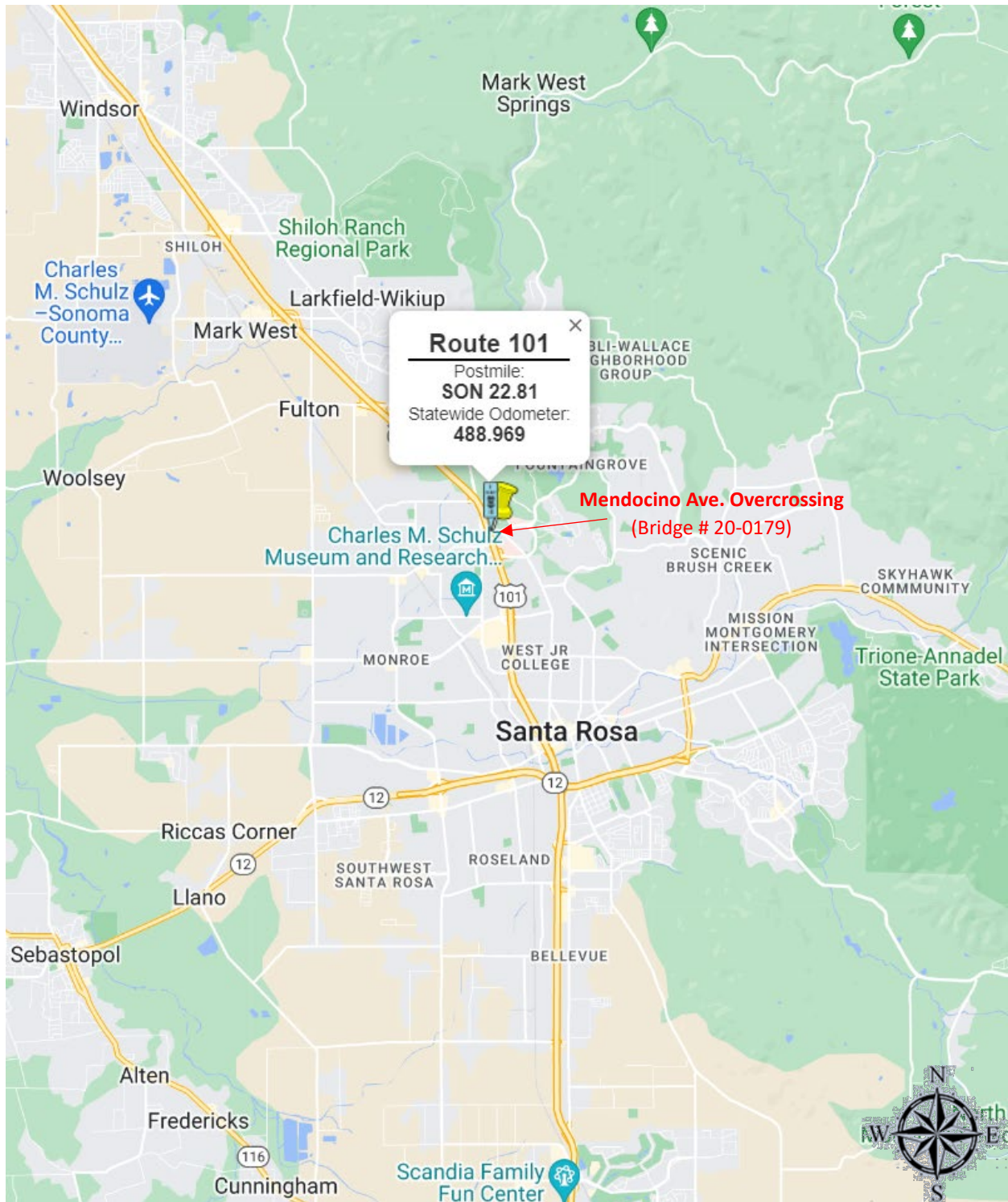
By: _____ Date _____
LEAH BUDU
Deputy District Director
Maintenance District 4

ATTEST:

By: _____
City Clerk

By: _____
City Attorney

Vicinity Map
Mendocino Avenue Overcrossing



Maintenance Agreement with City of Santa Rosa
Son 101 PM 22.81

STATE OF CALIFORNIA - DEPARTMENT OF TRANSPORTATION
CALIFORNIA
FUNCTIONAL SUPERVISOR
CALCULATED BY
DESIGNED BY
CHECKED BY
REVISED BY
DATE REVISED

MAINTENANCE AGREEMENT WITH CITY OF SANTA ROSA
SON 101 PM 22.81

SHEET 2 OF 2

EXHIBIT A

DIST	COUNTY	ROUTE	POST MILES TOTAL PROJECT	SHEET NO.	TOTAL SHEETS
04	Son	101	22.81	1	1


REGISTERED CIVIL ENGINEER DATE

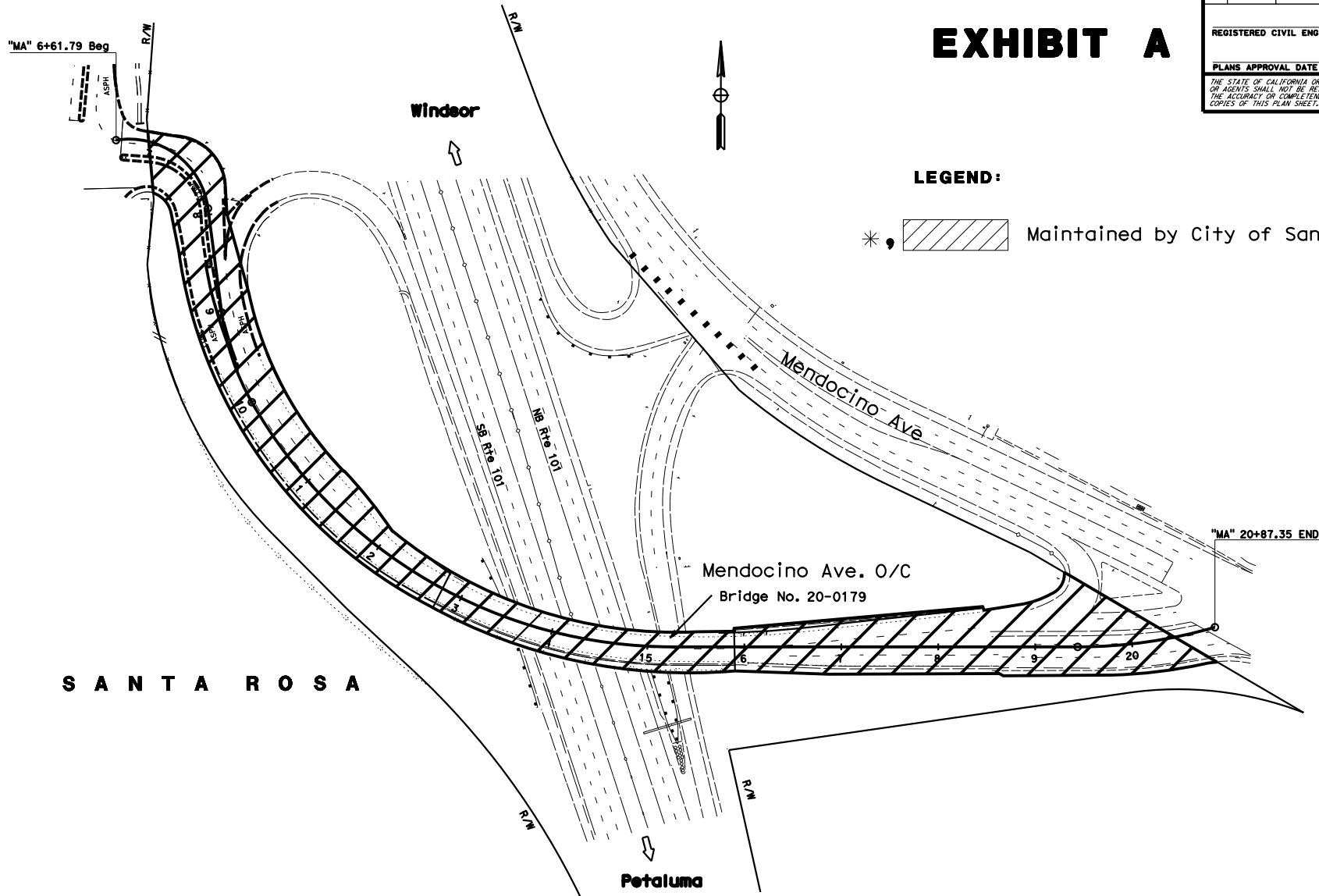
PLANS APPROVAL DATE

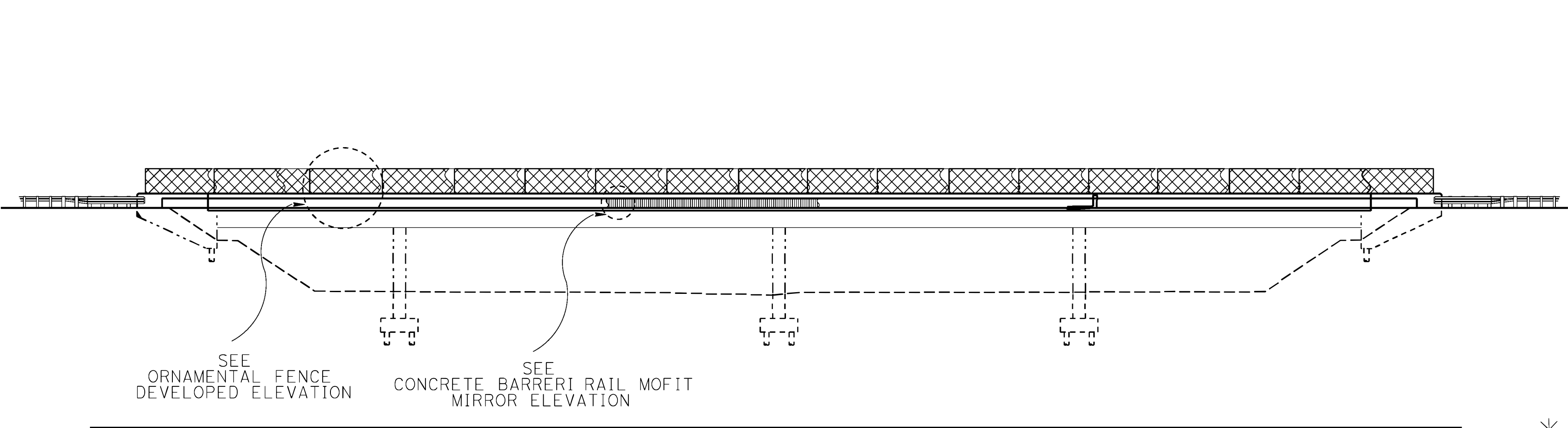
THE STATE OF CALIFORNIA OR ITS OFFICERS OR AGENTS SHALL NOT BE RESPONSIBLE FOR THE ACCURACY OR COMPLETENESS OF SCANNED COPIES OF THIS PLAN SHEET.

REGISTERED PROFESSIONAL ENGINEER
No.
Exp.
CIVIL
STATE OF CALIFORNIA

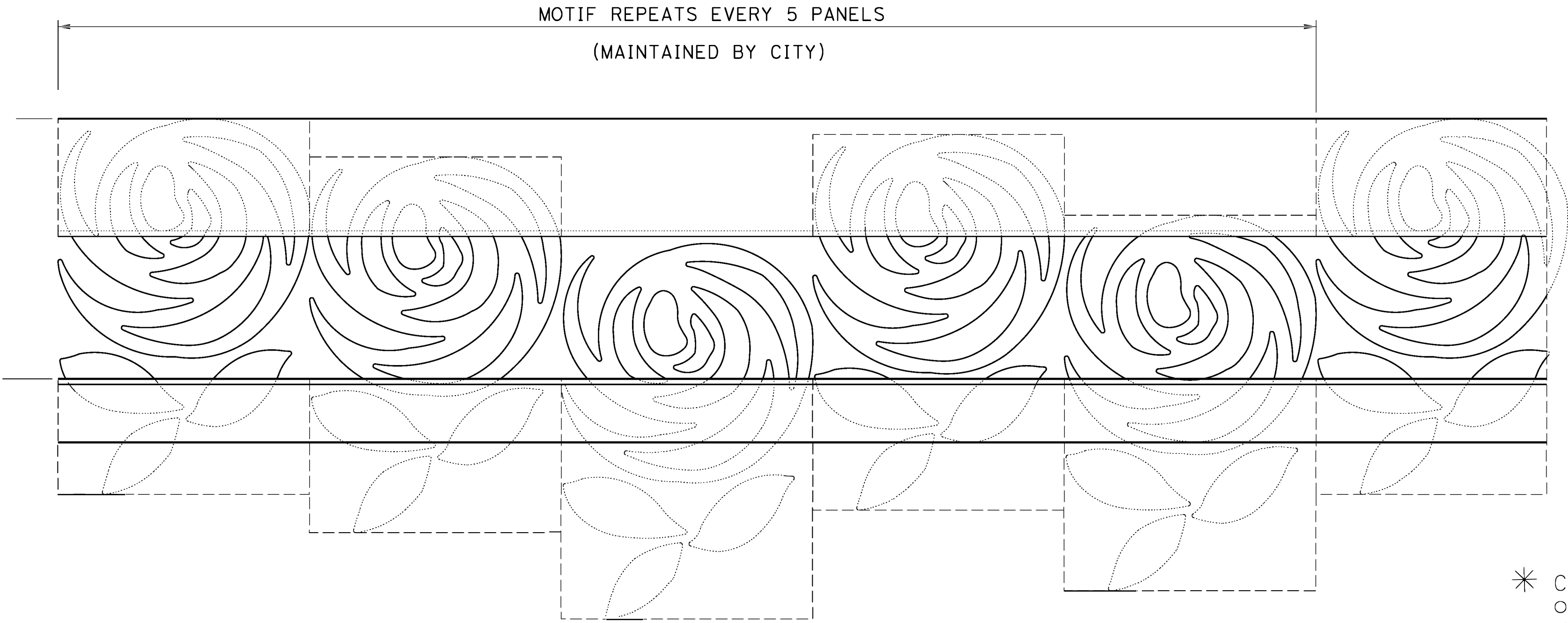
LEGEND:

* ,  Maintained by City of Santa Rosa

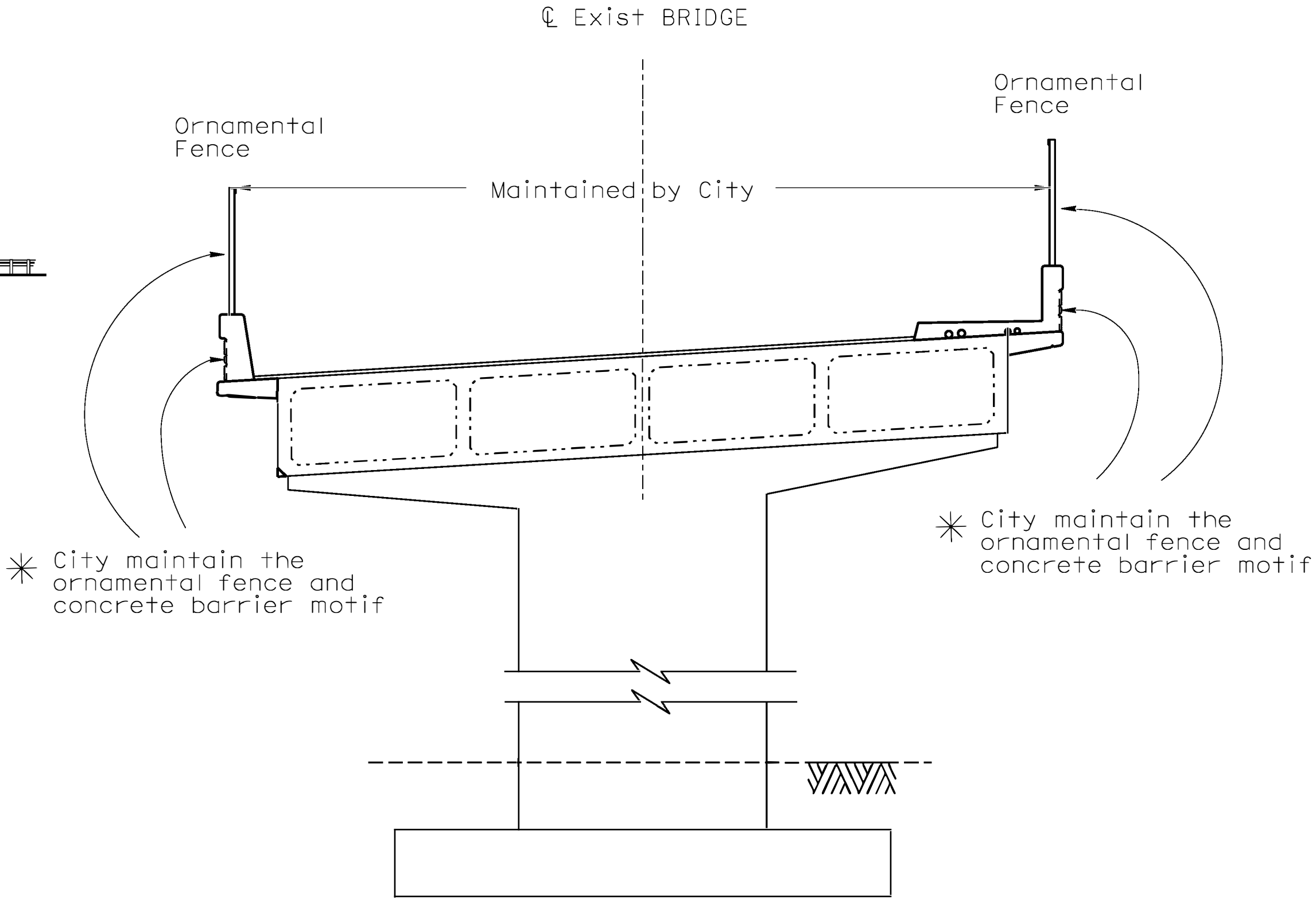




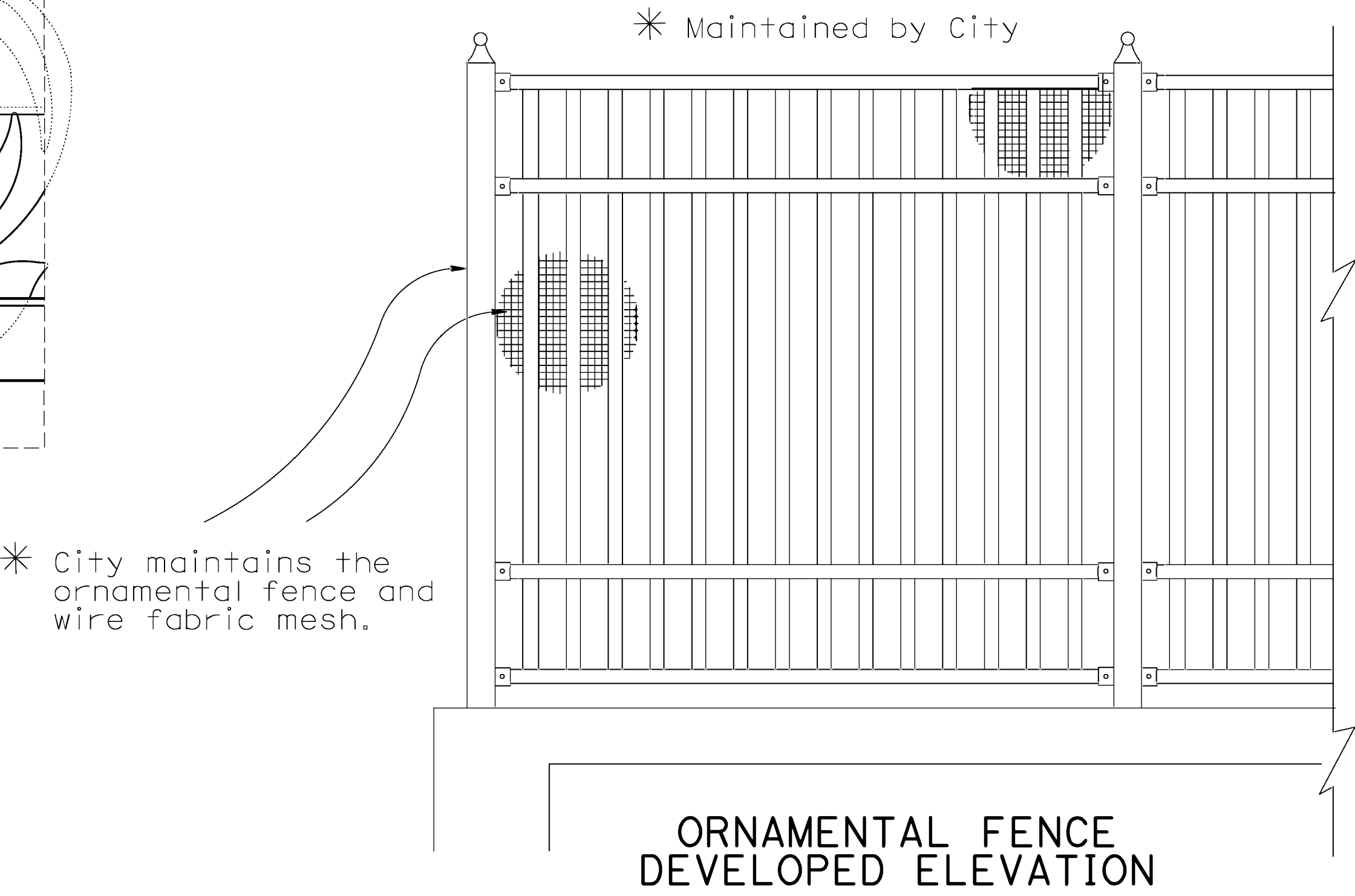
DEVELOPED ELEVATION



CONCRETE BARRIER RAIL MOTIF
MIRROR ELEVATION



TYPICAL SECTION





Department of Transportation
PO Box 23660 MS4A
Oakland, CA 92623
ATTN: Jonathan Chi

April 8, 2025

Re: Statement of Self-Insurance for City of Santa Rosa for Project Specific Maintenance Agreement with California Department of Transportation for the PROJECT on Route 101 at Mendocino Avenue overcrossing

Dear Mr. Chi:

This letter certifies that the CITY of Santa Rosa 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 CITY 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 CITY appropriates funds specifically to satisfy valid third-party claims and workers' compensation claims, which may be brought against the CITY.

The CITY certifies its self-insured, general liability coverage for bodily injury and property damage liability, meets the required coverage amounts in section 10 (Insurance) of the Project Specific Maintenance Agreement, specifically general liability insurance, coverage of bodily injury and property damage liability in an amount of \$1 million per occurrence and \$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,

Nick Vinh

Nick Vinh (Apr 8, 2025 13:43 PDT)

Nick Vinh
Risk Manager

RISK MANAGEMENT DIVISION

635 First Street | Second Floor | Santa Rosa, CA 95404
Tel. (707) 543-3024 | Fax (707) 543-3035 | risk@srcity.org


Dept. of Transportation Letter of Self-Insured


Final Audit Report


2025-04-08


Created:	2025-04-08 (Pacific Daylight Time)
By:	Angie Matkins (amatkins@srcity.org)
Status:	Signed
Transaction ID:	CBJCHBCAABAATgrdgPJqahHHndqhCcoSCpeKRiz2HBCK


"Dept. of Transportation Letter of Self-Insured" History


 Document created by Angie Matkins (amatkins@srcity.org)
2025-04-08 - 1:33:15 PM PDT

 Document emailed to nvinh@srcity.org for signature
2025-04-08 - 1:34:00 PM PDT

 Email viewed by nvinh@srcity.org
2025-04-08 - 1:43:28 PM PDT

 Signer nvinh@srcity.org entered name at signing as Nick Vinh
2025-04-08 - 1:43:51 PM PDT

 Document e-signed by Nick Vinh (nvinh@srcity.org)
Signature Date: 2025-04-08 - 1:43:53 PM PDT - Time Source: server

 Agreement completed.
2025-04-08 - 1:43:53 PM PDT