

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

THIS AGREEMENT is made effective this _____ day of _____, 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. Cooperative Agreement Number 04-2773 was executed between CITY and STATE on November 4, 2020 to construct Edwards Ave. Pedestrian and Bicycle Overcrossing ("PBOC"), on State Route (SR) 101, hereinafter referred to as "PROJECT";
2. In accordance with said agreement, it was agreed by PARTIES that prior to or upon PROJECT completion, CITY and STATE will enter into a Maintenance Agreement;
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 under the Encroachment Permit Number 0423-XX-XXXX, and
4. WHEREAS, the National Bridge Inspection Standards ("NBIS") is a set of regulations established by the Federal Highway Administration (FHWA) in the United States to ensure the safety and integrity of bridges. The NBIS outlines the requirements and procedures for inspecting, evaluating, and maintaining bridges on public roads to guarantee they meet certain safety standards; and
5. WHEREAS, the CITY's bridge inspection plan, hereinafter referred to as "BRIDGE INSPECTION PLAN", is a structured and systematic approach to assessing the condition and safety of the PBOC in accordance with NBIS; and
6. There is an existing Freeway Maintenance Agreement(s), with CITY dated January 7, 1965. This Agreement is meant to supersede the earlier agreement(s).

NOW THEREFORE, IT IS AGREED AS FOLLOWS:

SECTION II

AGREEMENT

1. PARTIES agree this Agreement shall supersede the portion of said Freeway Maintenance Agreement executed by PARTIES on January 7, 1965, that are included in this Project Specific Maintenance Agreement.

2. Exhibit A consists of plan drawings which 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 by a mutual written execution of the exhibit.
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 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 inspections of all structures and facilities, repairs, cleaning, replacements, and improvements, if necessary, as described herein.
5. CITY must obtain the necessary Encroachment Permits from STATE's District 04 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.
6. PBOC (non-vehicular) constructed as a permitted encroachment within STATE's right of way. CITY shall maintain, at CITY expense, a safe facility for pedestrian and bicycle use along the entire length of the structure and the public use of the STATE highway beneath, by providing both structure inspection and structure maintenance.
 - 6.1. CITY is solely responsible for, but not limited to, non-structural components, lighting, fencing, bike path, sidewalk, electrical facilities, guard railing, deck surfaces and street surfaces above the deck, drainage facilities, graffiti removal, sweeping and debris/litter removal, signing, and striping, slope paving and delineation.
 - 6.2. The CITY shall be responsible for furnishing the STATE with all pertinent documents and information related to the PBOC. At the STATE's request, the documents and information to be provided include, but are not limited to, construction plans/documents, BRIDGE INSPECTION PLAN, inspection reports, maintenance records, and any known issues concerning the structure's condition. Additionally, the CITY shall maintain these records and ensure their accessibility for future reference.

- 6.3. CITY shall perform structural and maintenance inspections for the entire PBOC, including deck, superstructure, and substructure. In the event that the CITY needs assistance with the bridge inspection of the PBOC, the CITY may submit a written request to the STATE at least 120 days in advance of the required inspection date. The request will be evaluated based on the availability of STATE's resources and workload of STATE's forces.
 - 6.3.1. The STATE's inspection of the PBOC structure shall be exclusively limited to Routine Inspection. CITY shall be billed and shall pay all costs for such work performed by STATE.
 - 6.3.2. STATE shall conduct structure inspection in accordance with NBIS, as well as any other bridge inspection manual or guidelines deemed necessary by the STATE.
 - 6.3.3. STATE shall have unrestricted access to the entire structure to perform inspection. Following the inspection, STATE shall provide the inspection results to the CITY within forty (40) working days, along with specified deadlines for maintenance and corrective work.
- 6.4. CITY shall perform structural and maintenance repairs for the entire PBOC, including deck, superstructure, and substructure elements, from east approach to west approach inclusive, including the portions inside STATE right of way.
 - 6.4.1. CITY shall perform the required structural maintenance and/or corrections, and shall not be relieved of same, in case of a delay or failure of CITY to perform bridge inspection. At the PARTIES' option, the structural maintenance may subsequently be contracted as a STATE maintenance service to be paid for by CITY.
 - 6.4.2. In the event that CITY does not contract with STATE for the structural maintenance, CITY shall apply for an encroachment permit from STATE which will stipulate terms of entry by CITY onto STATE's right-of-way for the purpose of performing the structural maintenance. An encroachment permit from STATE will also be required for any contractor of CITY, if CITY delegates its maintenance work to any party other than STATE.
- 6.5. In the event CITY fails to perform structural and maintenance inspections/repair obligations under this AGREEMENT, STATE may perform such work, if necessary, to protect the safety of the travelling public and integrity of the overcrossing structure and CITY shall be billed and shall pay all costs for such work performed by STATE. Where access is controlled, CITY shall provide means of access to STATE to perform work.

6.6. CITY shall immediately notify the STATE of any current or imminent structural deficiencies that affect the structural stability of the bridge or endanger the safety of the traveling public:

6.6.1. District 4, Office of Public Affairs: email: caltrans.d4@dot.ca.gov; Phone: (510) 286-6173.

6.6.2. Caltrans Structures Maintenance- North Design Office: Address: 1801 30th Street Sacramento, CA 95816; Phone: (916) 227-8631.

6.7. In the event the STATE conducts maintenance or inspections activities, STATE shall seek reimbursement from CITY.

6.7.1. Costs and Basis for Billing- Total maintenance costs shall be based on actual costs, including but not limited to the following:

6.7.1.1. The costs of structure inspection and/or structural maintenance.

6.7.1.2. Labor, including overhead assessment, in addition to other expenses including, equipment, materials, and miscellaneous expenses.

6.7.2. STATE shall bill CITY in arrears for 100% of maintenance and inspection costs. The billing shall occur quarterly or after the completion of the necessary maintenance activities and/or inspections, as applicable. CITY shall reimburse the STATE within thirty (30) calendar days of receipt of invoice from STATE.

7. WALLS AND COLUMNS - CITY is responsible for debris removal, cleaning and painting to keep CITY's side of any wall structure or column free of debris, dirt, trash, and graffiti.

8. GRAFFITI- CITY graffiti removal shall be limited to removal of text only in accordance with Streets and Highway Code Section 96. Any graffiti that in any way resembles a mural, artwork, paintings, or other similar elements may not be removed without first consulting and obtaining approval from the STATE's District 04 Transportation Art Coordinator (Caltrans.Art.D4@dot.ca.gov).

9. 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.

10. LEGAL RELATIONS AND RESPONSIBILITIES

10.1. 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.

10.2. 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.

10.3. 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.

11. PREVAILING WAGES:

11.1. 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.

11.2. 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.

12. INSURANCE - CITY and its contractors shall 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 that shall be delivered to the STATE with a signed copy of this Agreement.

13. 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.

14. 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 13 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: _____
Mayor

Initiated and Approved

By: _____
City Manager

By: _____
LEAH BUDU
Deputy District Director
Maintenance Division, District 04

ATTEST:

By: _____
City Clerk

AS TO FORM AND PROCEDURE:

By: _____
City Attorney

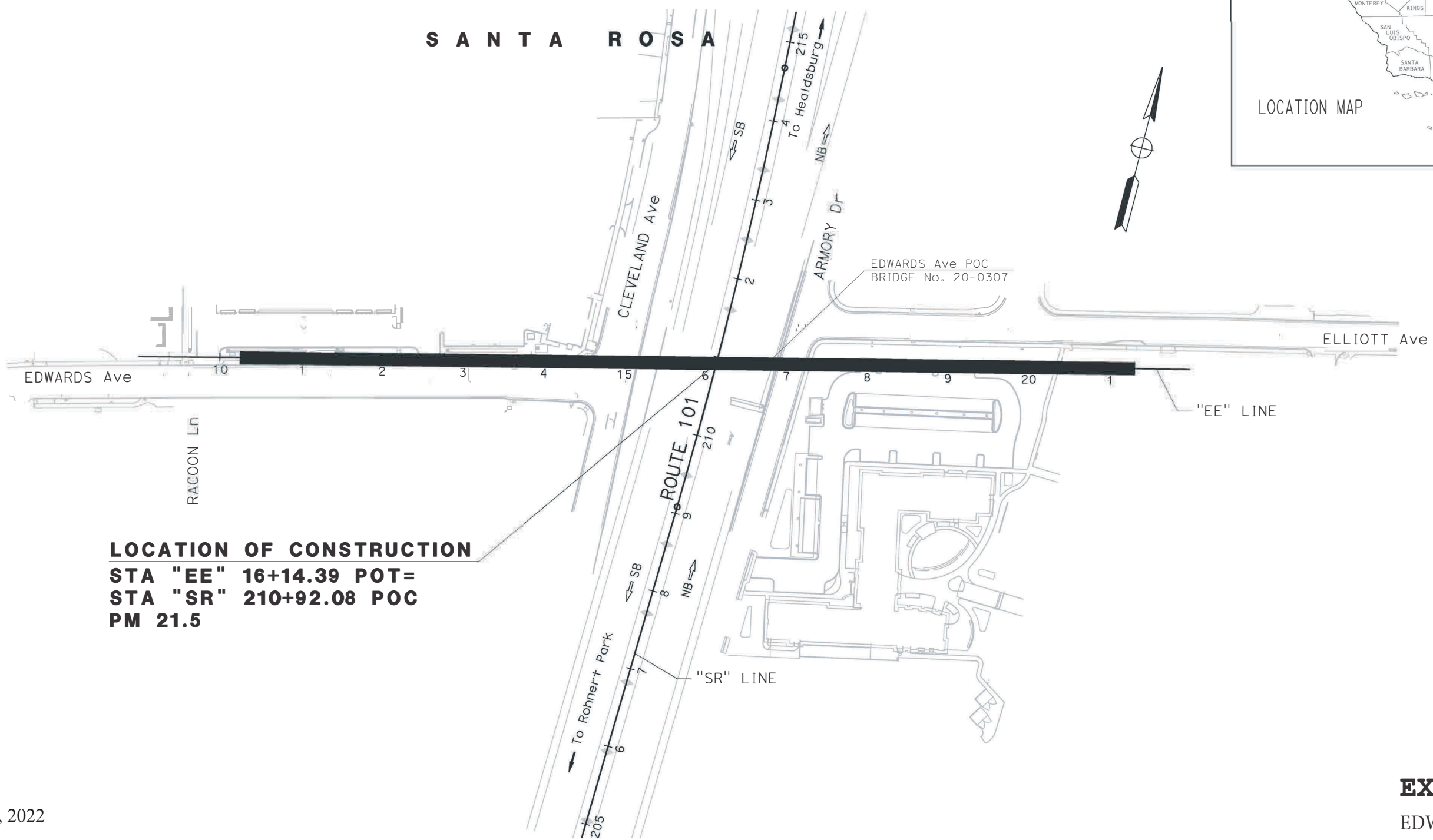
EXHIBIT A

(Plan map identifying the applicable STATE Routes (Freeway proper) and CITY road(s) and facilities)

STATE OF CALIFORNIA
DEPARTMENT OF TRANSPORTATION

Dist	COUNTY	ROUTE	POST MILES TOTAL PROJECT	SHEET No.	TOTAL SHEETS
04	Son	101	21.5	1	3

US 101 BICYCLE AND PEDESTRIAN OVERCROSSING
IN SONOMA COUNTY
IN SANTA ROSA
PROJECT SPECIFIC MAINTENANCE AGREEMENT
EXHIBIT A



NO SCALE

EXHIBIT A
EDWARDS AVE. PBOC
SHEET 1 OF 3

NOVEMBER 02, 2022

THE CONTRACTOR SHALL POSSESS THE CLASS (OR CLASSES) OF LICENSE AS SPECIFIED IN THE "NOTICE TO BIDDERS."

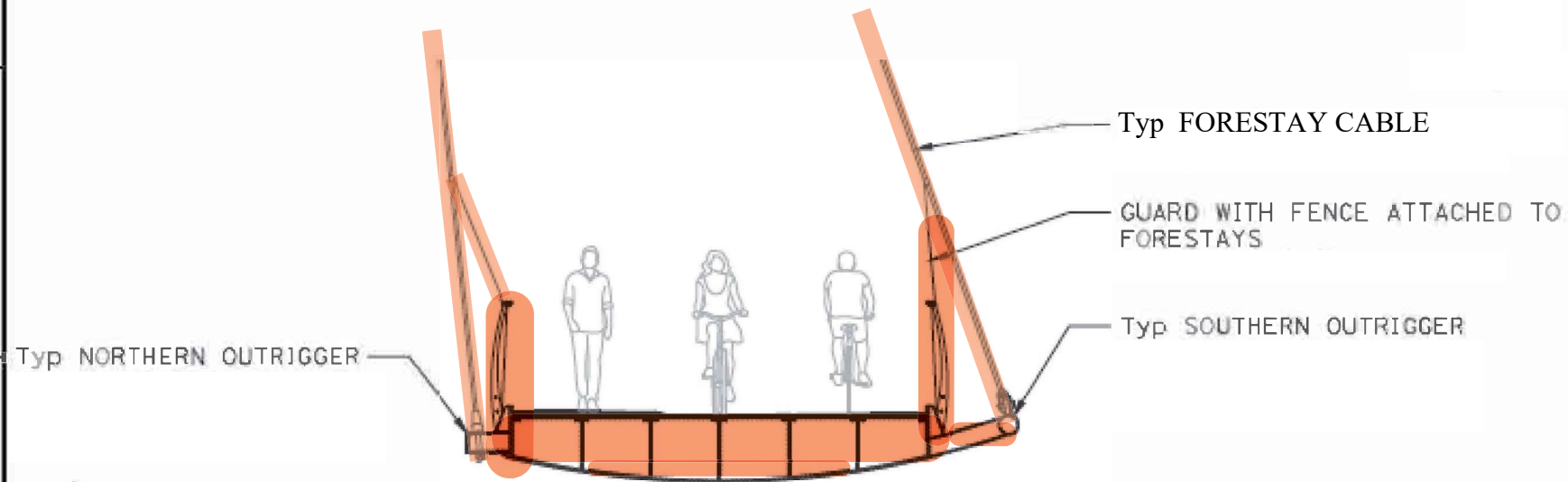
APPROVED AS TO IMPACT ON STATE FACILITIES AND CONFORMANCE WITH APPLICABLE STATE STANDARDS AND PRACTICES AND THAT TECHNICAL OVERSIGHT WAS PERFORMED.
 REGISTRATION No. DATE SIGNED DATE SIGNED
 REVERSE EXP. DATE
 TRANSDSIGN OVERSIGHT APPROVAL
 CONSULTANT DESIGN MANAGER XXX

LEGEND

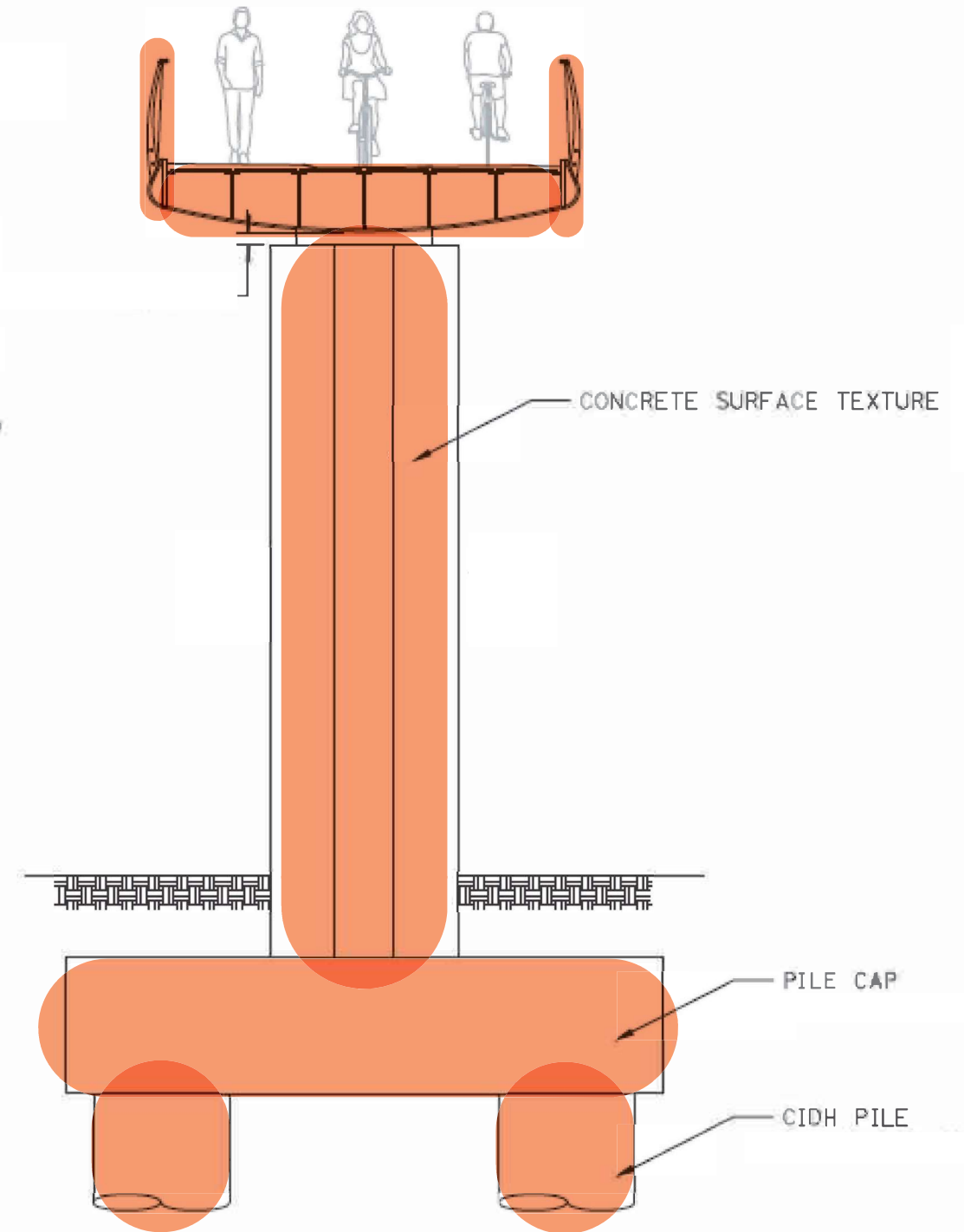
 MAINTAINED BY CITY OF SANTA ROSA

ABBREVIATIONS

PBOC PEDESTRIAN AND BICYCLE OVERCROSSING
R/W RIGHT OF WAY



**PBOC
TYPICAL SECTION**



**BENT 7
TYPICAL SECTION**

EXHIBIT A
EDWARDS AVE. PBOC
SHEET 2 OF 3

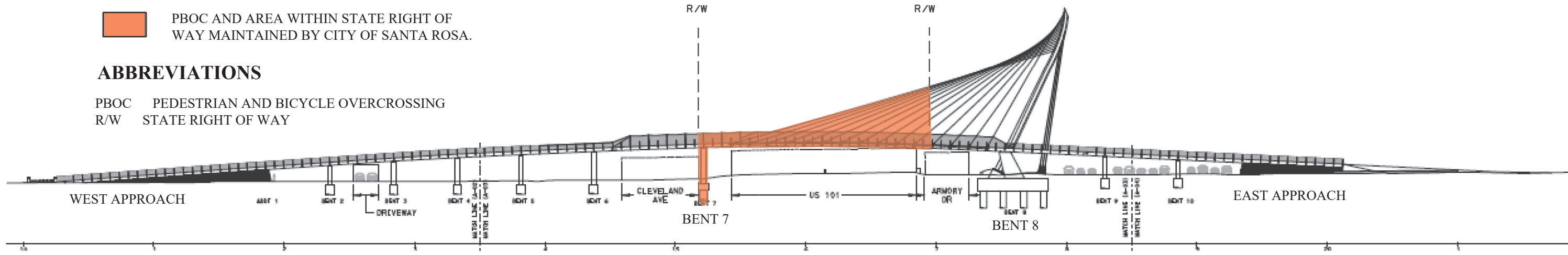
Dist	COUNTY	ROUTE	POST MILES TOTAL PROJECT	SHEET No.	TOTAL SHEETS
04	SON	101	21.5		

LEGEND

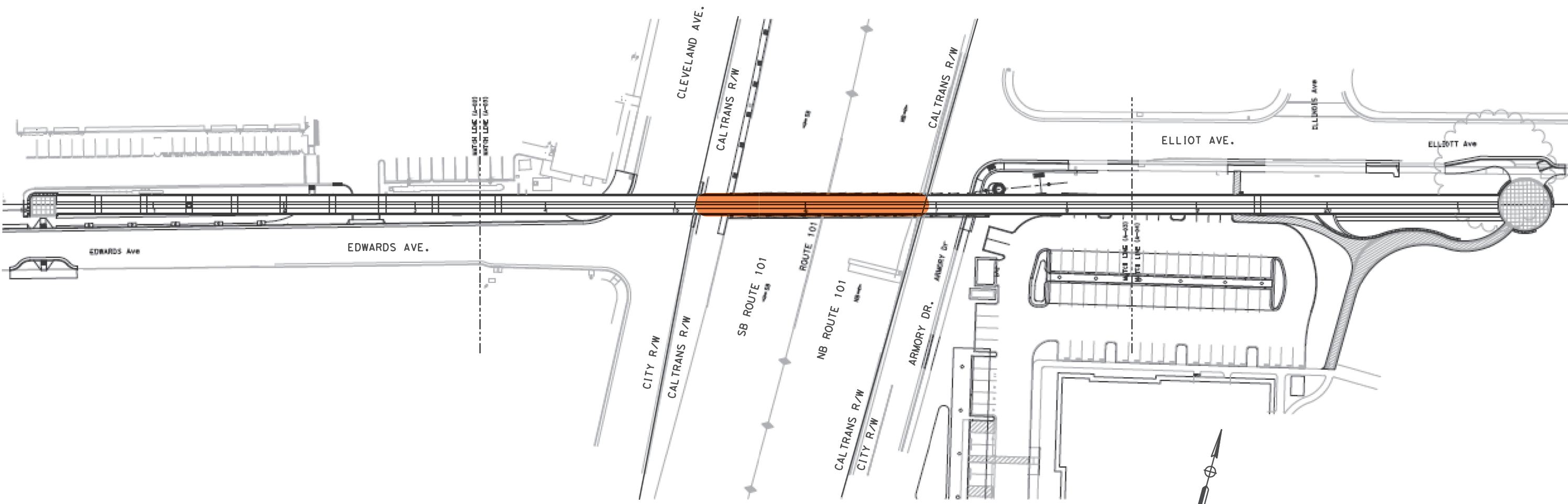
 PBOC AND AREA WITHIN STATE RIGHT OF WAY MAINTAINED BY CITY OF SANTA ROSA.

ABBREVIATIONS

PBOC PEDESTRIAN AND BICYCLE OVERCROSSING
R/W STATE RIGHT OF WAY



SOUTH DEVELOPED ELEVATION



PLAN

EXHIBIT A
EDWARDS AVE. PBOC
SHEET 3 OF 3