PROJECT SPECIFIC MAINTENANCE AGREEMENT
FOR HEARN AVENUE OVERCROSSING 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. Cooperative Agreement Number 04-2600 was executed between CITY and STATE on May 23, 2017 to replace Hearn Avenue Overcrossing (Bridge No. 20-0304) on State Route (SR) 101, hereinafter referred to as "PROJECT", and

2. The PARTIES mutually agreed 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 under the Cooperative Agreement Number 04-2600, and

4. There is an existing Freeway Maintenance Agreement, with CITY dated August 20,1968. This Agreement is not meant to replace or supersede the earlier agreement.

5. 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.

NOW THEREFORE, IT IS AGREED AS FOLLOWS:

SECTION II

AGREEMENT

1. Exhibit A consists of plan drawings, and Exhibits B and C delineate and describe the areas within STATE right of way which are the responsibility of the CITY to maintain in accordance with this Agreement.

2. If there is mutual agreement on a change in the maintenance responsibilities between PARTIES, the PARTIES can revise the Exhibit A, B, or C by a mutual written

execution of the exhibit. The PARTIES will execute a formal amendment in writing through their authorized representatives.

3. 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.

4. VEHICULAR OVERCROSSINGS

4.1. 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, sidewalks, bridge ornamental railings, screenings, concrete barrier with architectural treatment and corbel with CITY logo and fractured rib texture, lighting installations, signs, pavement markings, that may be required for the benefit or control of pedestrians and traffic traveling over that overcrossing structure.

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

6. CORBY AVENUE

CITY, at CITY expense, will be responsible for maintaining the portion of Corby Avenue located within STATE right of way, in its entirety.

7. 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.

8. 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.

9. ELECTRICALLY OPERATED TRAFFIC CONTROL DEVICES

9.1 The cost of installation, operation, maintenance, repairs, replacement and energy costs of safety lighting, traffic signals or other necessary electrically operated traffic control devices placed at interchanges of SR 101 Freeway and CITY streets and roads and at ramp connections or SR101 and CITY facilities shall

be shared by the PARTIES as shown in Exhibit B which, by this reference, is made a part of this Agreement.

9.2 The said cost shall be paid by STATE and the CITY shall reimburse the STATE their agreed upon share.

9.3 Timing of traffic signals, which shall be coordinated with CITY to the extent that no conflict is created with freeway operations, shall be the sole responsibility of STATE.

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 STATE, 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

By: _____
Mayor

Initiated and Approved

By: _____
CITY Manager

ATTEST:

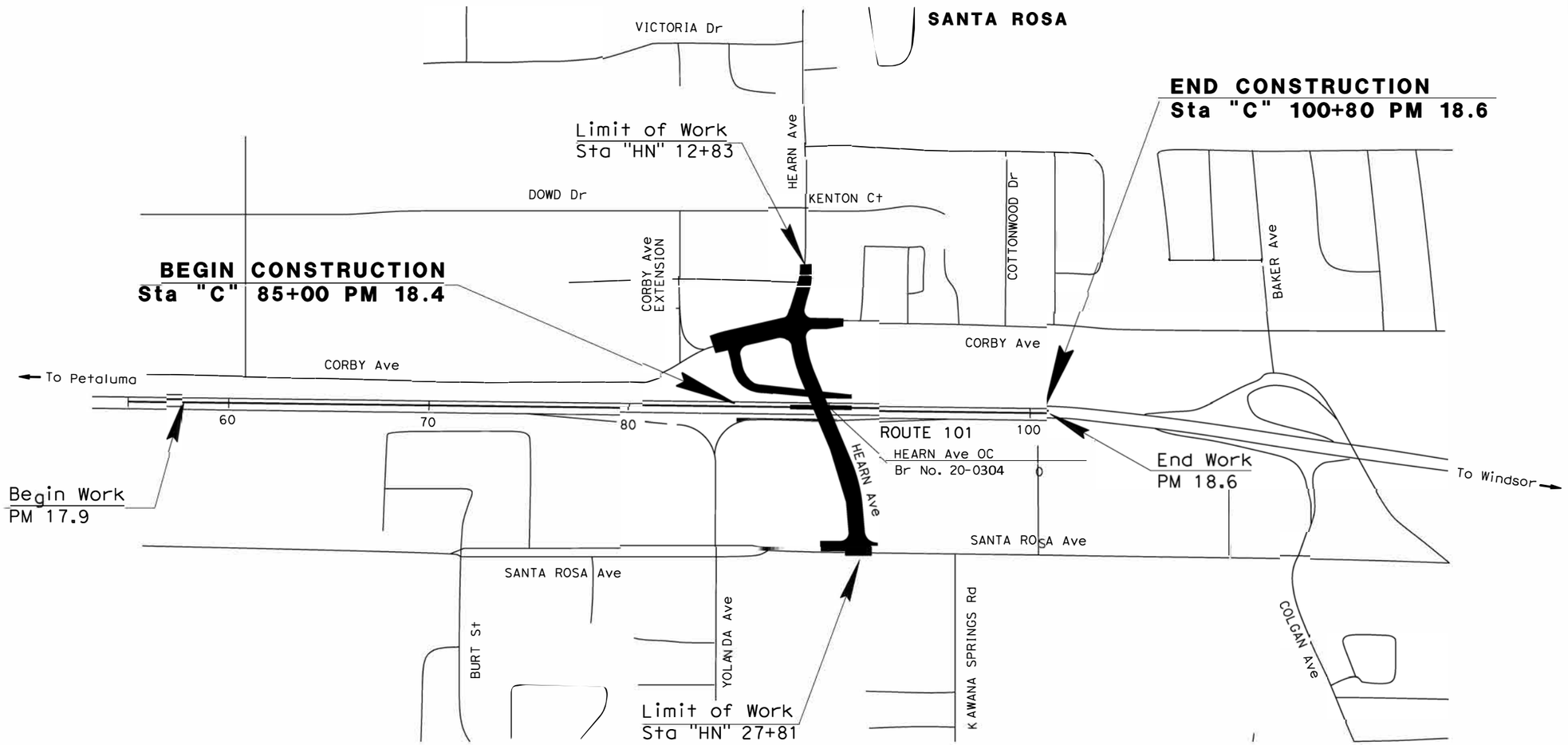
By: _____
CITY Clerk

By: _____
CITY Attorney

STATE OF CALIFORNIA
DEPARTMENT OF TRANSPORTATION

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

EXHIBIT "A"

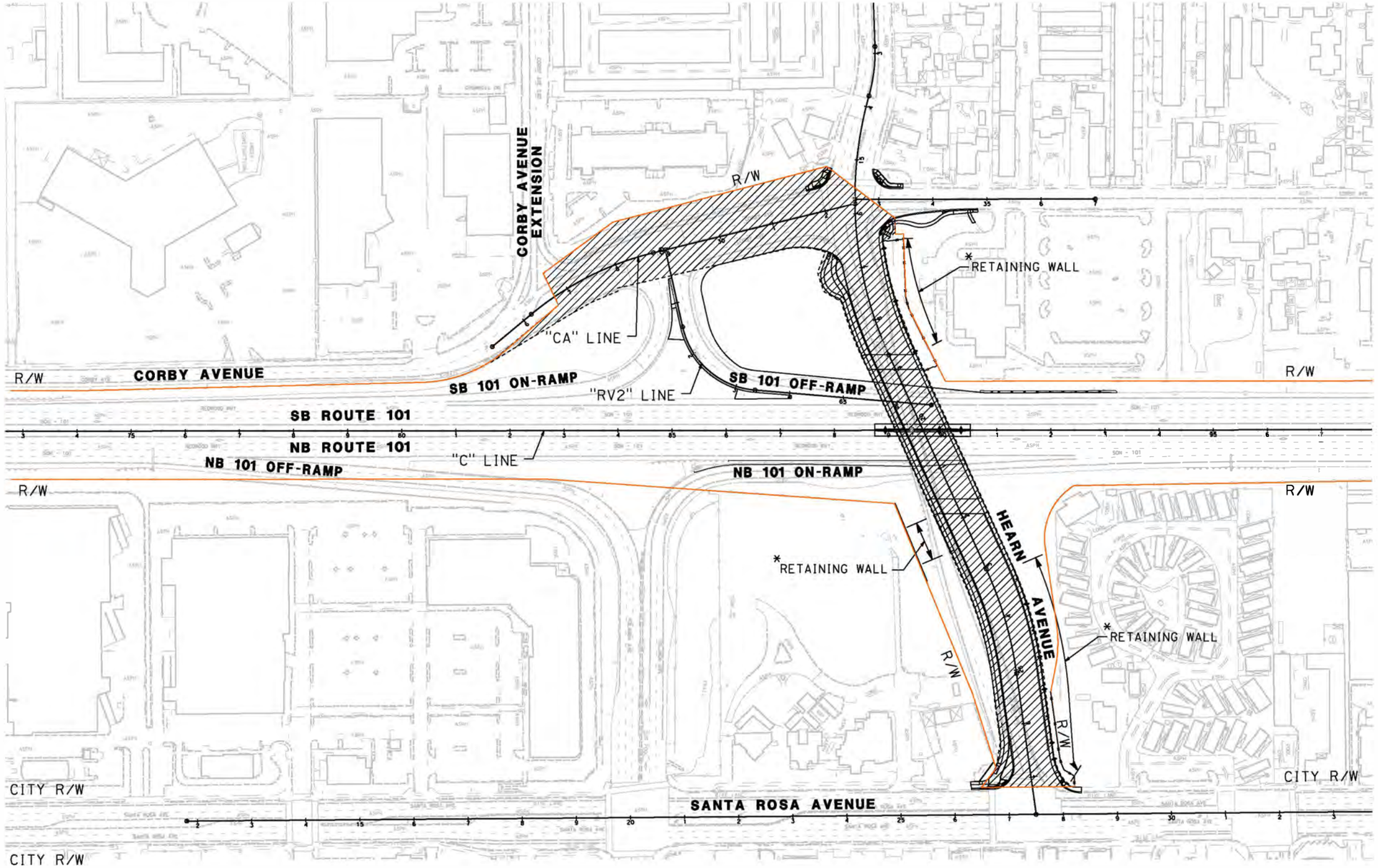


FREEWAY MAINTENANCE AGREEMENT WITH
CITY OF SANTA ROSA
ROUTE 101 / HEARN AVENUE INTERCHANGE
04-SON-101 **POSTMILES 17.9/18.6**

SHEET 1 OF 2

APRIL 05, 2022

EXHIBIT "A"



LEGEND: CITY R/W

AREA MAINTAINED BY CITY

AESTHETICS MAINTAINED BY CITY, STRUCTURE MAINTAINED BY STATE

City of Santa Rosa · scta · Caltrans

MAINTENANCE AGREEMENT WITH CITY OF SANTA ROSA ROUTE 101 / HEARN AVENUE INTERCHANGE

04-SON-101 POSTMILE 18.5

SHEET 2 OF 2

NOVEMBER 21, 2024

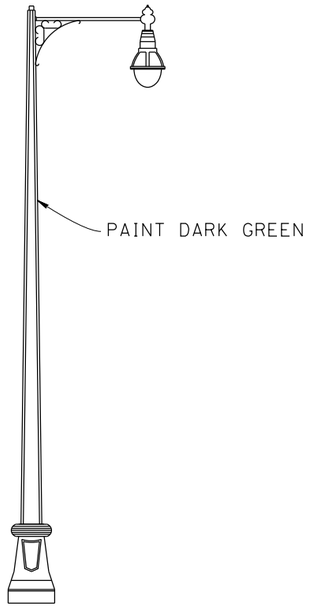
EXHIBIT B

TRAFFIC SIGNAL AND LIGHTING
Caltrans and CITY of SANTA ROSA
Effective _____, 20____

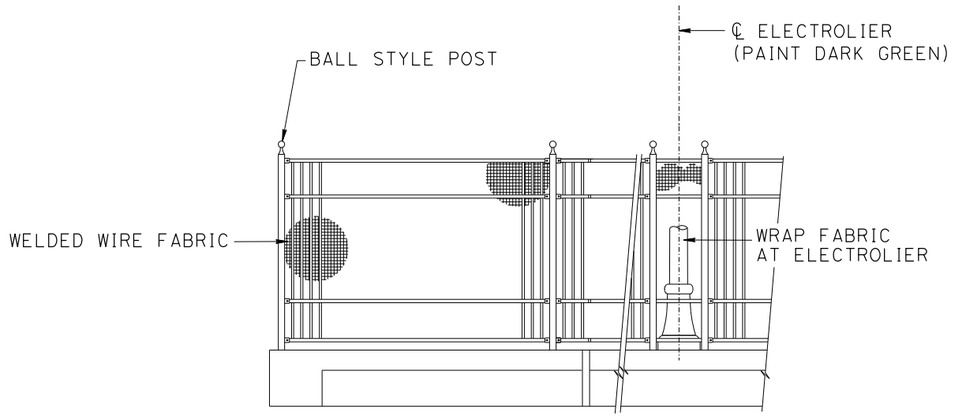
BASIS OF COST DISTRIBUTION
State-Owned and Maintained
Billed by the State

Route and PM	Location	Type of Facility	Cost Distribution (%)	
			State	CITY
101 PM 18.495	Southbound ramps/Corby Avenue	Signal & Lightings E20P3	50	50

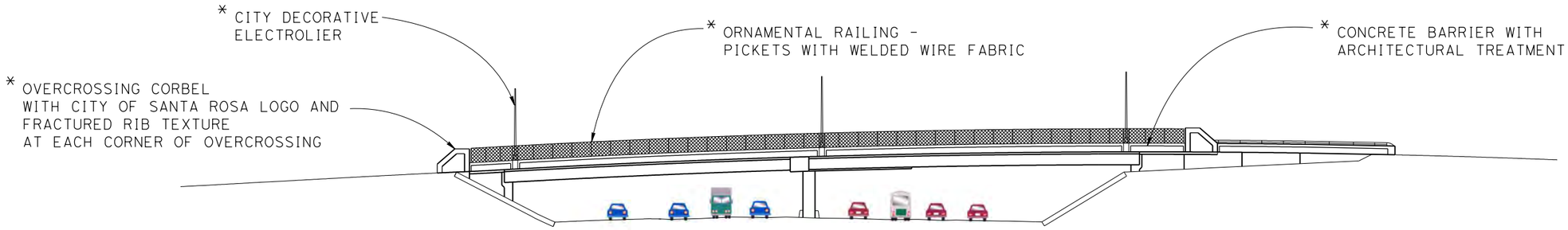
EXHIBIT "C"



CITY DECORATIVE ELECTROLIER



ORNAMENTAL RAILING



PROFILE

LEGEND:

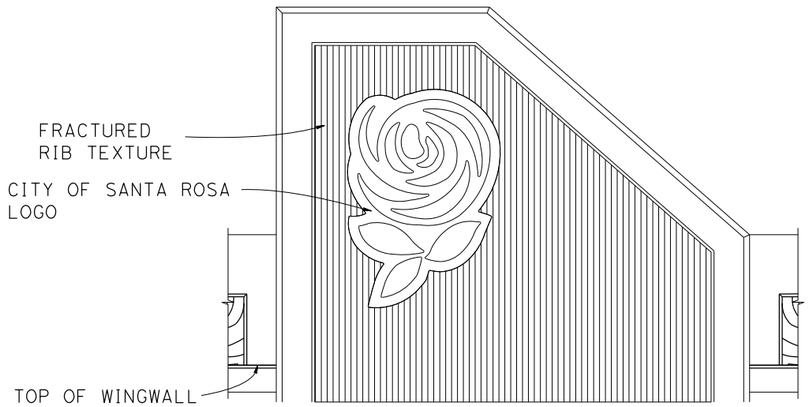
* MAINTAINED BY CITY

MAINTENANCE AGREEMENT WITH CITY OF SANTA ROSA ROUTE 101 / HEARN AVENUE INTERCHANGE

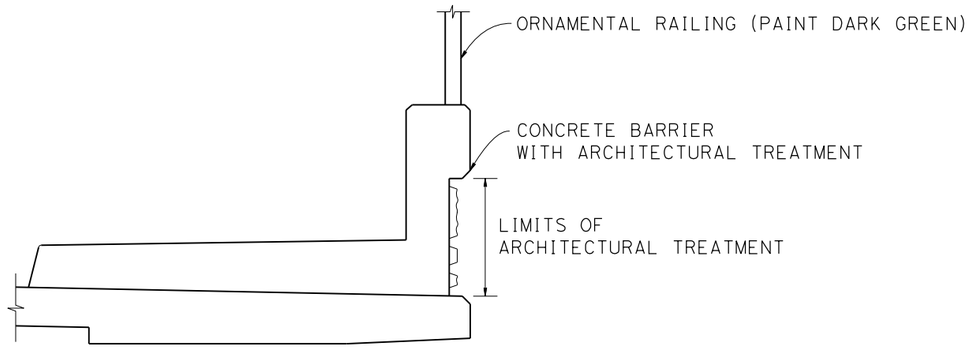
04-SON-101 POSTMILE 18.5

AUGUST 01, 2019

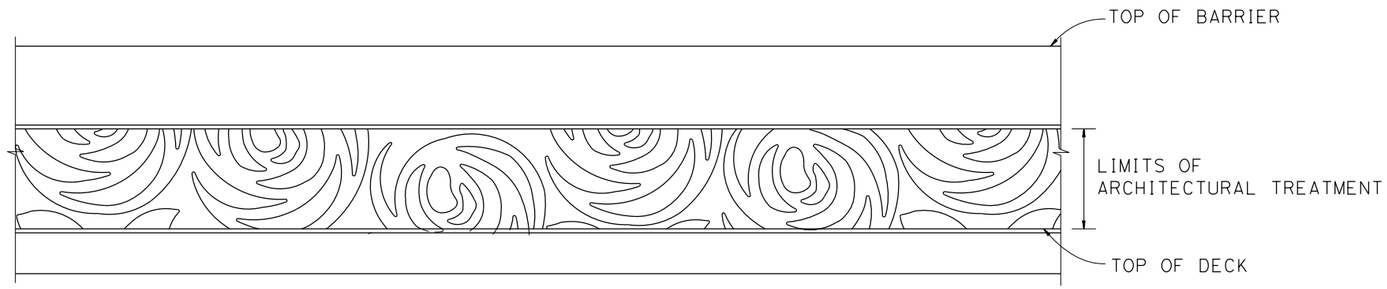
EXHIBIT "C"



CORBEL - ELEVATION VIEW



CONCRETE BARRIER



CONCRETE BARRIER - ELEVATION VIEW

MAINTENANCE AGREEMENT WITH
CITY OF SANTA ROSA
ROUTE 101 / HEARN AVENUE INTERCHANGE
04-SON-101 **POSTMILE 18.5**

AUGUST 01, 2019

December 24, 2024

The State of California
Department of Transportation
Attention: Waddah Al-Zireeni
Oakland, CA 92623

RE: City of Santa Rosa Certificate of Self-Insurance Coverage

To Whom It May Concern:

This letter serves as notification that the City of Santa Rosa is a self-insured entity with its S.I.R. of $1,000,000. California Joint Powers Risk Management Authority is the additional entity who provides the excess of the initial $1,000.000 per occurrence with no aggregate limit.

If additional information is needed, please contact Risk Management at risk@srcity.org.

Sincerely,

Nick Vinh
Risk Manager

Human Resources Department | Risk Management Division
100 Santa Rosa Avenue | Room 100 | Santa Rosa, CA 95404
Tel. (707) 543-3024 | Fax (707) 543-3035 | risk@srcity.org

CALIFORNIA JOINT POWERS RISK MANAGEMENT AUTHORITY

Accredited with Excellence from the California Association of Joint Powers Authorities

CERTIFICATE OF COVERAGE

Certificate Holder and Additional Covered Party: The State of California, Department of Transportation, its officers, agents and employees.
Attention: Waddah Al- Zireeni
P.O. Box 23660 MS4A
Oakland, CA 92623

This certifies that the coverage Described herein has been issued to: City of Santa Rosa

Description of Activity: Project Specific Maintenance Agreement for Hearn Avenue Overcrossing.

Date(s) of Activity: 12-11-2024 to 06-30-2030

Location of Activity: Hearn Ave Interchange Santa Rosa, CA

Entity Providing Coverage	Excess Coverage	Certificate Expiration Date
California Joint Powers Risk Management Authority	$6,000,000 excess of $1,000,000	June 30, 2025

The following coverage is in effect and is provided through participation in a risk sharing joint powers authority: general liability and automobile liability pooled self-insurance, as defined in the Memorandum of Coverage on file with the entity and which will be made available upon request.

The coverage being provided is limited to the activity and the time period indicated herein and is subject to all the terms, conditions and exclusions of the Memorandum of Coverage of the California Joint Powers Risk Management Authority.

Pursuant to Section II, subsection 8, relating to the definition of a covered party, the certificate holder named herein is only an additional covered party for covered claims arising out of the activity described herein and is subject to the limits stated herein.

Coverage is in effect at this time and will not be cancelled, limited or allowed to expire at a date other than that indicated herein except upon 30 days written notice to the certificate holder.

12-11-2024
Date

Authorized Signature

Tony Giles, CPCU, ARM-P, General Manager
Name and Title (Print or type)

Certificate Number: *FORM141987*

Form C