

**MAINTENANCE AGREEMENT
FOR RETAINING WALLS/BARRIERS IN THE 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. WHEREAS, Cooperative Agreement Number 04-2176 was executed between STATE and Sonoma County Transportation Authority (SCTA), not a party to this Agreement, to construct HOV lanes and retaining walls/barriers on State Route (SR) 101; and
2. WHEREAS, STATE project, EA 0A10U1, widens State Route (SR) 101 within the City of Santa Rosa, from PM 22.1 to PM 23.7, from a four-lane freeway to a six-lane freeway, and constructs retaining walls along the Bicentennial Way southbound onramp, along Cleveland Avenue, and along Old Redwood Highway, adjacent to the Mendocino Avenue southbound onramp, collectively referred to as "PROJECT", as shown in Exhibit A, and made as part of this Agreement; and
3. WHEREAS, in accordance with the said agreement, it was agreed by STATE and SCTA that prior to or upon PROJECT completion, a Maintenance Agreement within its jurisdictional boundaries will be executed; and
4. WHEREAS, the PARTIES hereto mutually desire to identify the maintenance responsibilities for improvements of PROJECT constructed under the Cooperative Agreement Number 04-2176; and
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.
6. WHEREAS, there are existing Freeway Maintenance Agreements with City of Santa Rosa; dated January 7, 1964 and April 25, 1989. This Agreement is not meant to replace or supersede the earlier agreements.

NOW THEREFORE, IT IS AGREED AS FOLLOWS:

SECTION II

AGREEMENT

7. Exhibit A consists of plan drawings that delineate the areas within STATE right of way which are the responsibility of the CITY to maintain in accordance with this Agreement.
8. 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-execution of the exhibit.
9. 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.
10. RETAINING WALLS AND BARRIERS - CITY is responsible for debris removal, cleaning and painting to keep CITY's side of any wall/barrier structure free of debris, dirt, and graffiti.
11. LANDSCAPED AREAS - CITY is responsible for the maintenance of any plantings or other types of roadside development lying outside of the area reserved for exclusive freeway use.
12. ELECTRICALLY OPERATED TRAFFIC CONTROL DEVICES
 - 12.1 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.
 - 12.2 The said cost shall be paid by STATE and the CITY shall reimburse the STATE their agreed upon share.
 - 12.3 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.
13. LEGAL RELATIONS AND RESPONSIBILITIES
 - 13.1. 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.
 - 13.2. 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.

- 13.3. 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 section 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.

14. PREVAILING WAGES:

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

- 14.2. Requirements in Subcontracts - CITY 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 work" 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

15. INSURANCE

- 15.1. 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 the STATE, its officers, agents and employees as additional insureds 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 in a form satisfactory to STATE, along with a signed copy of the Agreement.
- 15.2. If the work performed on this Project is done under contract, CITY 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 that shall be delivered to the STATE with a signed copy of this Agreement.

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

17. 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 CITY OF SANTA ROSA

STATE OF CALIFORNIA
DEPARTMENT OF TRANSPORTATION

By: _____
Mayor

MALCOLM DOUGHERTY
Director of Transportation

Initiated and Approved

By: _____
City Manager

By: _____ Date
DAVID AMBUEHL
Deputy District Director
Maintenance District 4

ATTEST:

By: _____
City Clerk

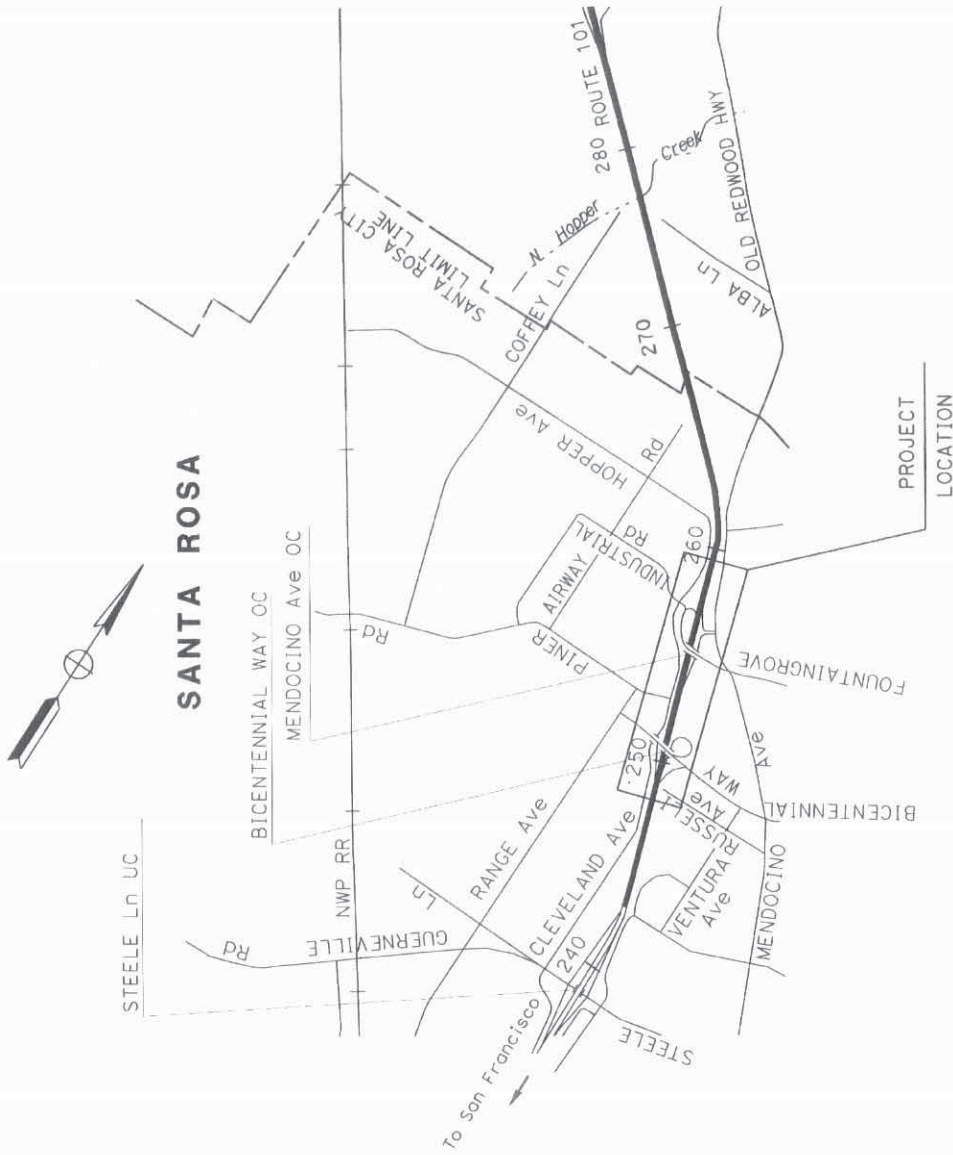
By: _____
City Attorney

EXHIBIT B

**Basis of Cost Distribution for Operation, Maintenance & Electrical Energy of
ELECTRICAL FACILITIES**

STATE Owned and Maintained Operations, Maintenance and Electrical Energy by STATE.

Route	Post Mile	Location Description	Signal Signs Lights	% Cost Distribution	
				STATE	CITY
101	22.8	Mendocino Ave and & Route 101 northbound ramps (E20F5)	Signal	67	33



(Sheet 1 OF 6)
LOCATION MAP
MAINTENANCE AGREEMENT WITH
CITY OF SANTA ROSA
04-SON-101
POST MILE 22.3/23.2
DATE: 04/2017

EXHIBIT A

LEGEND

* Maintained by CITY



MAINTENANCE AGREEMENT WITH CITY OF SANTA ROSA

04-SON-101, POST MILE 22.3/23.2

(Sheet 2 of 6)
Date: 04/2017

EXHIBIT A

SANTA ROSA

EMPIRE COLLEGE

RUSSELL Ave

CLEVELAND Ave

CLEVELAND Ave

ROUTE 101

BICENTENNIAL WAY

* Retaining Wall

* Concrete Barrier / Retaining Wall

LEGEND

* Maintained by CITY

MAINTENANCE AGREEMENT WITH CITY OF SANTA ROSA

04-SON-101, POST MILE 22.3/23.2

(Sheet 3 of 6)
Date: 04/2017

MATCH LINE

MATCH LINE

To Santa Rosa

To Windsor

BSN LINE

W LINE

FIC

CIF

BNF LINE

R/W

R/W

R/W

R/W

R/W

R/W

249

250

251

252

253

254

255

256

257

258

259

260

EXHIBIT A

LEGEND

* Maintained by CITY

* Concrete Barrier / Retaining Wall



SANTA ROSA

MSN 255+13.500 P.O.T.
14.704' E W 255+13.500

CLEVELAND Ave

ROUTE 101

W LINE

253

254

255

MATCH LINE

MATCH LINE

MSN LINE
O₄ 19°05'08.73" W 100.020

MANE LINE
O₄ 13°03'38.00" W 82.298

MANE LINE
O₄ 254+79.428 P.O.T.

MANE LINE
O₄ 253+57.130 P.O.T.
14.105' RT W 253+57.130

SAGARA ST

PARAMOUNT ST

COLUMBIA ST

BILTMORE ST

ANGELES ST

FLAMINGO Rd

MAIN GROVE PARKWAY

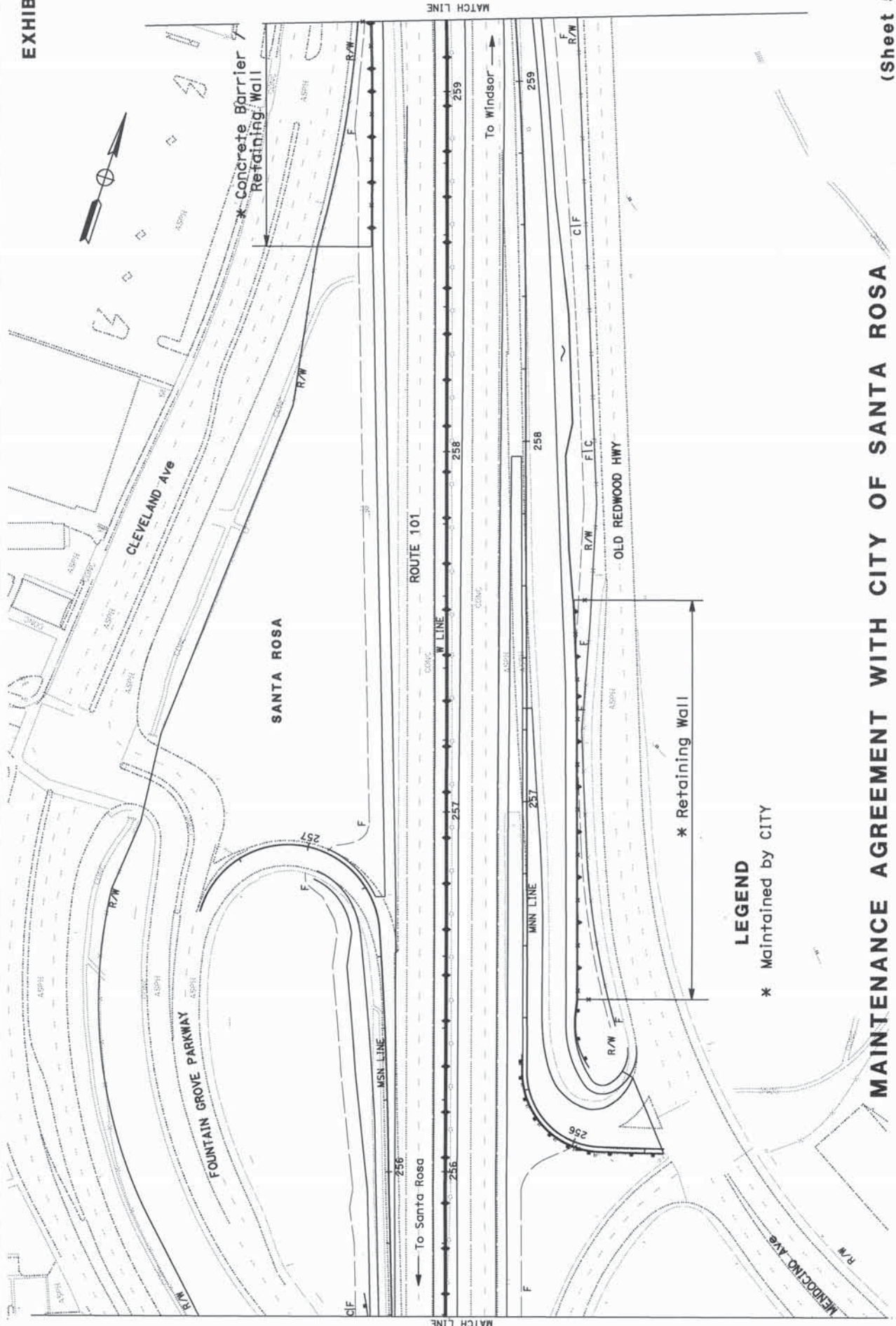
MENDOCINO AVE OVERCROSSING

(Sheet 4 of 6)
Date: 04/2017

**MAINTENANCE AGREEMENT
WITH CITY OF SANTA ROSA**

04-SON-101, POST MILE 22.3 / 23.2

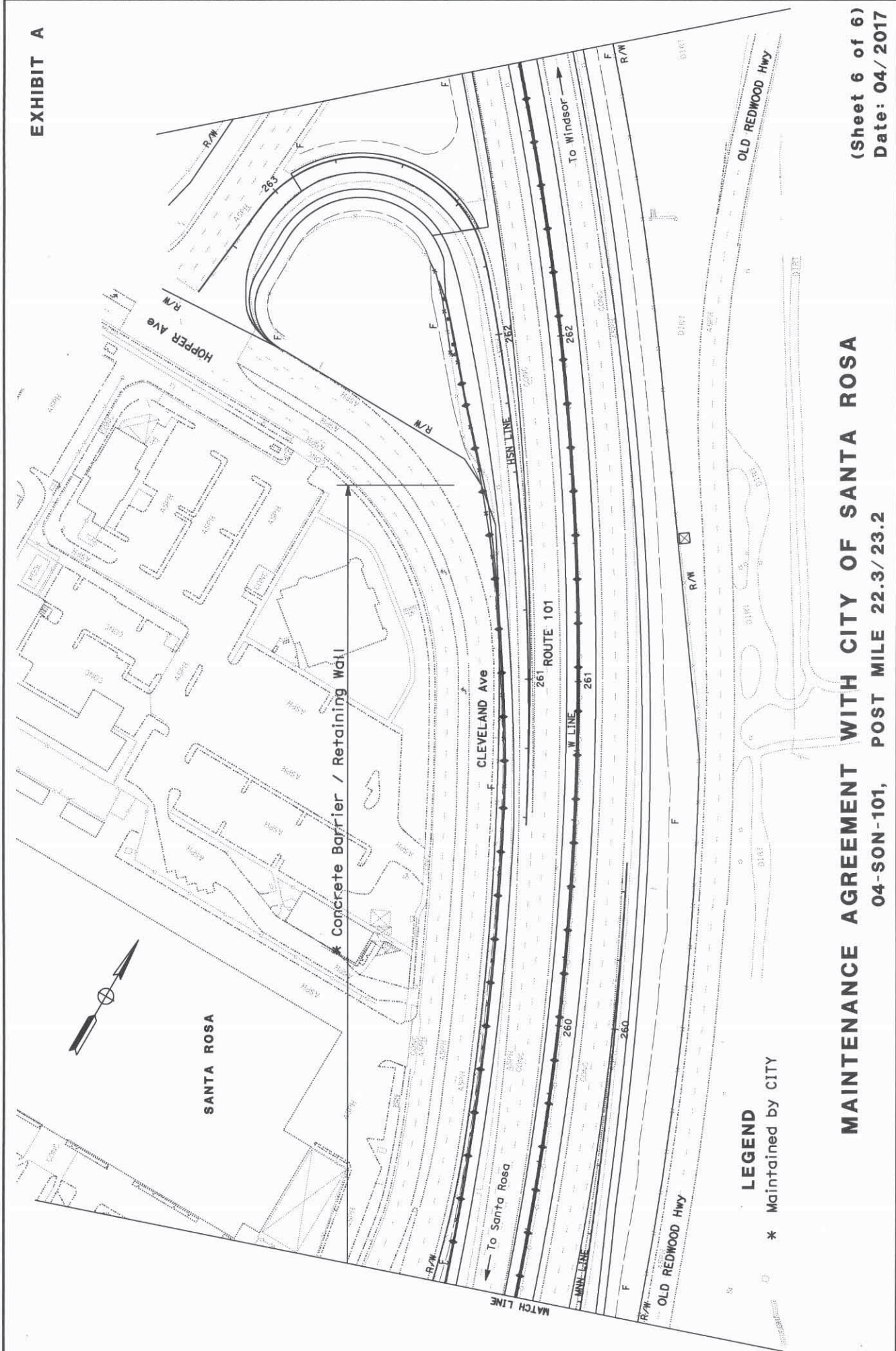
EXHIBIT A



MAINTENANCE AGREEMENT WITH CITY OF SANTA ROSA

04-SON-101, POST MILE 22.3/23.2

(Sheet 5 of 6)
Date: 04/2017



LEGEND
 * Maintained by CITY

MAINTENANCE AGREEMENT WITH CITY OF SANTA ROSA
04-SON-101, POST MILE 22.3/23.2