CONSTRUCTION COOPERATIVE AGREEMENT

This Construction Cooperative Agreement ("CCA") is entered into between the County of Santa Barbara ("COUNTY"), a political subdivision of the State of California, and the California Department of Resources Recycling and Recovery ("CALRECYCLE"), an agency of the State of California, collectively referred to herein as "PARTIES".

RECITALS

1. WHEREAS, the PARTIES are authorized to enter into this CCA to complete improvements to Ortega Ridge Road, approximately 3200 feet south of State Highway 192, near the unincorporated town of Summerland in Santa Barbara County.

2. WHEREAS, CALRECYCLE has determined that it is necessary to create long-term sustainable markets for scrap tires to prevent the creation of uncontrolled waste tire stockpiles that may pose a significant threat to public health, safety and environment, and the use of tire scrap material pursuant to the terms of this CCA meets the objectives of the tire stockpile abatement program and also meets the recycling objective for the State for California.

3. WHEREAS, both the COUNTY and CALRECYCLE understand the potential beneficial use of tire derived aggregate ("TDA") as construction material, and the County expects the TDA will perform well as a lightweight fill material subject to the necessary regulatory permits being obtained.

4. WHEREAS, Ortega Ridge Road is a county road for which the COUNTY maintains the roadway, road shoulders, drainage structures, traffic control signs, and embankment slopes.

5. WHEREAS, the COUNTY has been awarded a grant from CALRECYCLE for the purpose of procuring Type B TDA for use in the Project and the COUNTY may seek reimbursement for eligible costs to the COUNTY as set forth in the grant agreement.

6. WHEREAS, the COUNTY is undertaking the Ortega Ridge Road Slide Repair Project ("PROJECT") which will remove the existing roadway embankment that continues to require annual maintenance to maintain usability and replace the embankment with a mechanically stabilized TDA wall which incorporates approximately 1350 tons of Type B TDA as lightweight fill material and is more particularly described in Exhibit A.

7. WHEREAS, the COUNTY and CALRECYCLE wish to work cooperatively to design, construct, and administer the PROJECT.

8. WHEREAS, CALRECYCLE is willing to deliver, at no cost to COUNTY, the engineering design and construction engineering of a mechanically stabilized TDA wall for the PROJECT.

9. WHEREAS, the COUNTY is willing to procure local funds to assist in the completion of the PROJECT.

NOW THEREFORE, the PARTIES hereby agree as follows:

I. CALRECYCLE OBLIGATIONS AND DUTIES

CALRECYCLE AGREES:

1. To enter into an agreement where CALRECYCLE designates its contractor as the Contract Administrator for the PROJECT's preliminary engineering and construction ("CONTRACT ADMINISTRATOR"). CONTRACT ADMINISTRATOR shall subcontract to the COUNTY the TDA-related construction tasks associated with the bid items assigned to the COUNTY in Exhibit B;

2. To provide, primarily through a contractor, all labor, materials, tools, equipment, and incidentals, for doing the work associated with the bid items assigned to CALRECYCLE in Exhibit B, including but not limited to excavation of soil, placing the TDA in the fill, geosynthetic reinforcement, geotextile fabric, constructing the mechanically stabilized earth ("MSE") wall, compaction of soil backfill, placement of crushed rock, installation of data collection instrumentation, drainage system for mechanically stabilized TDA wall, and placing the engineered fill cover material;

3. At no cost to COUNTY and in consideration of the permanent use of scrap tires on the project, CALRECYCLE shall:

   a) Provide engineering design and stability analysis services that are necessary to design the Project utilizing a MSE wall using TDA as lightweight fill in accordance with applicable federal and state regulations, laws, guidelines and standards;

   b) Provide construction oversight assistance for the construction of all items of work on the Project identified by line item in Exhibit B that are related to utilizing a MSE wall using TDA as lightweight fill;

   c) Provide quality assurance. Quality assurance samples will be taken at an approximate rate of one sample per 150 tons to be tested by CALRECYCLE for conformance with the Type B TDA specifications; and

   d) Participate in PROJECT meetings when appropriate.

II. COUNTY OBLIGATIONS AND DUTIES

COUNTY AGREES:

1. To serve as Responsible Agency for PROJECT for purposes of the California Environmental Quality Act ("CEQA"). As Responsible Agency, COUNTY acknowledges that it is ultimately responsible for delivery of PROJECT;

2. To enter into an agreement where the COUNTY designates CALRECYCLE's contractor as the CONTRACT ADMINISTRATOR for the PROJECT's preliminary engineering and construction. The COUNTY shall perform the TDA-related construction tasks associated with the bid items assigned to the COUNTY in Exhibit B as a subcontractor to CONTRACT ADMINISTRATOR, who shall reimburse the COUNTY based on CALRECYCLE's approval and the COUNTY's completion of those tasks;

3. To provide Preliminary Engineering, Environmental, Right of Way, Utility and Construction Administration Services, including all contracting out services, and provide oversight of CALRECYCLE Construction Engineering for the PROJECT, as described within this CCA;

4. To provide Preliminary Engineering services for the design of the roadway structure section, curb and gutter, stormwater drainage systems, erosion control, landscape planting, traffic control and traffic detour plans;

5. To provide a peer review of all products prepared by CALRECYCLE toward delivery of PROJECT;

6. To provide legal access to COUNTY Right of Way and temporary construction easements for Preliminary Engineering and Construction phases;

7. To provide all utility coordination activities necessary for the PROJECT;

8. To acquire in the name of the COUNTY any permits necessary to complete the PROJECT;

9. To select and establish contract(s) with one or more contractors to process, produce and deliver to the project approximately 1350 tons of Type B TDA, per ASTM 6270-08 Section 6.11. COUNTY will be responsible for any additional handling of the TDA, including, but not limited to, further stockpiling. COUNTY is responsible for the return and appropriate disposal of nonconforming TDA delivered to but not acceptable for use in the PROJECT;

10. To participate in PROJECT meetings when appropriate;

11. To prepare and submit to CONTRACT ADMINISTRATOR all reimbursement claims for any TDA-related construction work based on the responsibilities defined in Exhibit B line items and the terms of the agreement between the COUNTY and CONTRACT ADMINISTRATOR;

12. To bid PROJECT for construction and to award a construction contract and serve as administering agency for construction utilizing the bid items in Exhibit B; and

13. To provide PROJECT funding for all labor, materials, tools, equipment, and incidentals, and for doing all the work associated with the bid items assigned to COUNTY in Exhibit B, including but not limited to involved in the construction of roadway structure section, curb and gutter, stormwater drainage systems, erosion control, landscape planting, traffic control and traffic detour plans.

III. MUTUAL INDEMNIFICATIONS AND INSURANCE

1. In lieu of and notwithstanding the pro rata risk allocation which might otherwise be imposed between the parties pursuant to Government Code Section 895.6, the parties agree that all losses or liabilities incurred by a party shall not be shared pro rata but instead all parties agree that pursuant to Government Code Section 895.4, each of the parties hereto shall fully defend, indemnify and hold each of the other parties, their officers, board members, employees and agents, harmless from any claim, expense or cost, damage or liability imposed for injury (as defined by Government Code Section 810.8) occurring by reason of the acts or omissions of the indemnifying party, its officers, board members, employees or agents, under or in connection with or arising out of any work, authority or jurisdiction delegated to such party under this Agreement. No party, nor any officer, board member, employee or agent thereof shall be responsible for any damage, claim, expense, cost, or liability occurring by reason of the acts or omissions of other parties hereto, their officers, board members, employees or agents, under or in connection with or arising out of any work, authority or jurisdiction delegated to such other parties under this Agreement.

2. Each party shall maintain its own insurance coverage, through commercial insurance, self-insurance or a combination thereof, against any claim, expense, cost, damage, or liability arising out of the performance of its responsibilities pursuant to this CCA.

IV. GENERAL CONDITIONS

1. **Recitals.** COUNTY and CALRECYCLE agree the Recitals are true and correct and hereby incorporated by reference.

2. **Exhibits.** Exhibits A and B, as referred to in this CCA, are attached hereto and incorporated herein by reference.

3. **Ownership**. This CCA changes neither ownership of nor any of the PARTIES' respective responsibilities for either the roadway or associated facilities outside the scope of the PROJECT. Upon this CCA's discharge or termination, COUNTY will own the roadway and any associated facilities constructed by PROJECT, and the PARTIES' respective responsibilities for the roadway and any associated facilities constructed by the PROJECT will be identical to the PARTIES' respective responsibilities for the existing roadway and its associated facilities.

4. **Record Retention.** CALRECYCLE will retain records pertaining to the PROJECT for a period of three (3) years after final voucher (acceptance) for completed PROJECT. COUNTY and any of their designees shall have the right to audit, review, inspect, examine, monitor, copy, excerpt and transcribe all such documents and records at any time during CALRECYCLE's regular business hours or upon reasonable notice.

5. **Notice.** Any notice which may be required under this CCA shall be in writing to the PARTIES at addresses set forth below. Notice is effective five (5) days after deposit, with postage fully prepaid, into the United States mail, or otherwise upon confirmation of receipt:

County of Santa Barbara Public Works Director 123 East Anapamu Street Santa Barbara, CA 93101	California Department of Resources Recycling and Recovery Tire Derived Aggregate Grant Program 1001 I Street, P.O. Box 4025 Sacramento, CA 95812-4025

6. **Termination.** This CCA shall remain in effect until discharged or terminated as follows:

   a) This CCA may be terminated at any time by mutual consent of the PARTIES.

   b) This CCA shall be discharged, and the PARTIES shall have no further obligation to each other, either upon completion of the PROJECT or upon the failure of the COUNTY Board of Supervisors to award a contract to construct the Project.

   c) All obligations of CALRECYCLE under the terms of this CCA are subject to allocation of CALRECYCLE funds. CALRECYCLE may terminate this CCA by written notice to COUNTY upon CALRECYCLE's determination that the necessary funds have not been allocated.

7. **Entire Agreement.** This CCA represents the entire agreement of the PARTIES with respect to the subject matter hereof. No representations, warranties, inducements or oral agreements have been made by any of the PARTIES except as expressly set forth herein, or in other contemporaneous written agreements.

8. **Modification.** This CCA may not be changed, modified or rescinded except in writing, signed by all PARTIES hereto, and any attempt at oral modification of this CCA shall be void and of no effect.

9. **Independent Agencies.** The PARTIES render their services under this CCA as independent agencies. None of the employees or agents of any party shall be employees of agents of any other party to this CCA.

10. **No Assignment.** This CCA may not be assigned, transferred, hypothecated, or pledged by any party without the express written consent of the other PARTIES.

11. **Severability.** Should any part of this CCA be determined to be unenforceable, invalid, or beyond the authority of any party to enter into or carry out, such determination shall not affect the validity of the reminder of this CCA which shall continue in full force and effect; provided that, the remainder of this CCA can, absent the excised portion, be reasonably interpreted to give effect to the intentions of the PARTIES.

12. **Counterparts**. This CCA may be executed in one or more counterparts and shall become effective when one or more counterparts have been signed by all of the PARTIES; each counterpart shall be deemed an original but all counterparts shall constitute a single document.

13. **Remedies Not Exclusive.** No remedy or election of remedies provided for in this CCA shall be deemed excusive, but shall be cumulative with all other remedies at law or in equity. Each remedy shall be construed to give the fullest effect allowed by law.

14. **Governing Law.** This CCA shall be governed by, construed, and enforced in accordance with the laws of the State of California.

15. **Waiver.** The waiver by any of the PARTIES of any breach of any of the provisions of this CCA shall not constitute a continuing wavier or a waiver of any subsequent breach of the same, or of any other provision of this CCA.

16. **No Third Party Rights.** Nothing in this CCA, expressed or implied, is intended to confer any rights or remedies under or by reason of this CCA on any third party, nor in anything in this CCA intended to relieve or discharge the obligation or liability of any third party to any party to this CCA, nor shall any provision of this CCA give any third party any right of subrogation or action over or against any party to this CCA.

17. **Authorization.** Each of the PARTIES warrants to each other that he or she is fully authorized and competent to enter into this CCA in the capacity indicated by his or her signature and agrees to be bound by this CCA upon the execution of this CCA by each of the PARTIES.

IN WITNESS WHEREOF, the PARTIES have executed this CCA to be effective on the date when fully executed by both PARTIES.

COUNTY OF SANTA BARBARA

By:_____
Joan Hartmann, Chair
Board of Supervisors

Date:_____

ATTEST:
MONA MIYASATO
COUNTY EXECUTIVE OFFICER
CLERK OF THE BOARD

By:_____
Deputy Clerk

_____
Typed or printed name and title

Date:_____

APPROVED AS TO ACCOUNTING:
THEODORE A. FALLATI, CPA,
AUDITOR CONTROLLER

By: _____
Deputy

_____
Typed or printed name and title

Date:_____

APPROVED AS TO FORM:
MICHAEL C. GHIZZONI
COUNTY COUNSEL

By: _____
Deputy County Counsel

_____
Typed or printed name and title

Date:_____

APPROVED AS TO FORM:
RAY AROMATORIO,
RISK MANAGER

By: _____

_____
Typed or printed name and title

Date:_____

IN WITNESS WHEREOF, the undersigned parties have executed this CCA on the day and year first written above.

STATE OF CALIFORNIA DEPARTMENT OF RESOURCES, RECYCLING AND RECOVERY

By: Howard Levenson Howard Levenson, PhD Director of Materials Management And Local Assistance Division Date: 12/29/16 APPROVED AS TO FORM AND PROCEDURE: By: Mark W. Black Chief Counsel Department of Resources, Recycling and Recovery	

EXHIBIT A

PROJECT SCOPE & SCHEDULE

Project Limits: Ortega Ridge Road, from approximately 750 ft. north of Greenwell Avenue to approximately 1,050 ft. north of Greenwell Avenue, near the town of Summerland in the unincorporated area of the County of Santa Barbara.

Project Purpose: Along this section of Ortega Ridge Road, the existing roadway and embankment have failed and continue to cause loss of roadway width, along with the emergence of large subsidence cracks within the roadway. The area of failure is primarily within the southern (eastbound) side of Ortega Ridge Road, extending into the northern (westbound) side of traffic in the most prominent area of failure. The shoulder has a diminished width, in some places, disappearing entirely. The supporting embankment is overly steepened for the geological material present (1.5H:1V), and continues to experience soil creep that adversely affects traffic safety and usability of the roadway. Several existing utilities are carried within the roadway and shoulder, and will require relocation prior to construction.

This project will reconstruct this section of failing roadway and embankment with a mechanically-stabilized earth retaining wall and lightweight fill materials replacing the failed embankment materials. The replaced embankment materials will be tire-derived aggregate lightweight fill, with several layers of geosynthetic reinforcement that connects to welded wire facing to provide lateral support to the reconstructed embankment.

Transportation Benefit: Ortega Ridge Road provides sole access to several residential, municipal and agricultural developments, as well as providing the primary alternative access route to Toro Canyon developments.

Anticipated Project Schedule:

Activity		Projected Completion Date
1	Complete Environmental	February 2016
2	Approval of Construction Cooperative Agreement Between County and CALRECYCLE (at SB COUNTY Board of Supervisors)	February 2017
3	Complete Preliminary Design	March 2017
4	Complete Final Design	May 2017
5	Complete Utility Coordination	July 2017
6	Secure Right of Way and Secure Permitting	July 2017
7	Advertise for Construction	August 2017
8	Award for Construct	October 2017
9	Complete Construction	December 2017

EXHIBIT B

PROJECT COST ESTIMATE AND FUNDING PLAN

EXHIBIT B
BID ITEMS LIST

Revised Date	12/12/2016

ORTEGA RIDGE ROAD SLIDE REPAIR PROJECT
PROJECT NO. 820672

$257,374.00	SBCO
$330,800.00	CALRECYCLE

ITEM	PARTIAL or FULL PAY	ITEM CODE	DESCRIPTION	UNIT	ESTIMATED QUANTITY	UNIT PRICE	TOTAL	COST RESPONSIBILITY
1		120090	CONSTRUCTION AREA SIGNS	LS	1.00	$5,400.00	$5,400.00	SBCO
2		120100	TRAFFIC CONTROL SYSTEM	LS	1.00	$4,000.00	$4,000.00	SBCO
3		120120	TYPE III BARRICADE (WITH WARNING LIGHTS)	EA	6.00	$150.00	$900.00	SBCO
4		128651	PORTABLE CHANGEABLE MESSAGE SIGNS	EA	2.00	$5,000.00	$10,000.00	SBCO
5		129000	TEMPORARY RAILING (TYPE K)	LF	100.00	$30.00	$3,000.00	SBCO
6		130100	JOB SITE MANAGEMENT	LS	1.00	$3,000.00	$3,000.00	CALRECYCLE
7		130200	PREPARE WATER POLLUTION CONTROL PROGRAM	LS	1.00	$2,500.00	$2,500.00	CALRECYCLE
8		130680	TEMPORARY SILT FENCE	LF	300.00	$8.00	$2,400.00	SBCO
9		141000	TEMPORARY FENCE (TYPE ESA)	LF	250.00	$8.00	$2,000.00	SBCO
10		150608	REMOVE CHAIN LINK FENCE	LF	250.00	$4.00	$1,000.00	SBCO
11		150740	REMOVE SIGN	EA	11.00	$80.00	$880.00	SBCO
12		150776	REMOVE DRAINAGE FACILITY	EA	2.00	$2,500.00	$5,000.00	CALRECYCLE
13		150860	REMOVE BASE AND SURFACING	SY	550.00	$5.00	$2,750.00	CALRECYCLE
14		151224	REMOVE DELINEATOR	EA	15.00	$20.00	$300.00	SBCO
15		160102	CLEARING & GRUBBING	LS	1.00	$5,000.00	$5,000.00	CALRECYCLE
16		190101	ROADWAY EXCAVATION	CY	3200.00	$35.00	$112,000.00	CALRECYCLE
17		198010	IMPORT BORROW	CY	800.00	$25.00	$20,000.00	CALRECYCLE
18		198012	IMPORT BORROW (TIRE-DERIVED AGGREGATE)	TON	1350.00	$55.00	$74,250.00	SBCO
19		198209	SUBGRADE ENHANCEMENT GEOTEXTILE, CLASS B2	SY	800.00	$2.50	$2,000.00	CALRECYCLE
20	P	198250	GEOSYNTHETIC REINFORCEMENT (UNIAXIAL)	SF	21000.00	$1.00	$21,000.00	CALRECYCLE
21		198250	GEOSYNTHETIC REINFORCEMENT (BIAXIAL)	SF	50000.00	$1.25	$62,500.00	CALRECYCLE
22		204035	PLANT (GROUP A)	EA	10.00	$100.00	$1,000.00	SBCO
23		204099	PLANT ESTABLISHMENT WORK	LS	1.00	$6,000.00	$6,000.00	SBCO
24		206923	TEMPORARY IRRIGATION SYSTEM	LS	1.00	$2,000.00	$2,000.00	SBCO
25		210260	ROLLED EROSION CONTROL PRODUCT (JUTE MESH)	SY	2000.00	$2.00	$4,000.00	SBCO
26		210600	COMPOST (2" THICK)	SF	400.00	$3.00	$1,200.00	SBCO
27		220101	FINISHING ROADWAY	LS	1.00	$3,000.00	$3,000.00	SBCO
28		260203	CLASS 2 AGGREGATE BASE	CY	122.00	$125.00	$15,250.00	SBCO
29		28329	FILTER FABRIC (CLASS C)	SY	1050.00	$1.00	$1,050.00	CALRECYCLE
30		390132	HOT MIX ASPHALT (TYPE A)	TON	64.00	$200.00	$12,800.00	SBCO
31		394073	PLACE HOT MIX ASPALT DIKE (TYPE A)	LF	200.00	$30.00	$6,000.00	SBCO
32		394090	PLACE HOT MIX ASPALT DIKE (MISCELLANEOUS AREA)	SY	1000.00	$15.00	$15,000.00	SBCO
33		680285	4" PLASTIC PIPE UNDERDRAIN	LF	100.00	$30.00	$3,000.00	CALRECYCLE
34	F	682022	CLASS 1 PERMEABLE MATERIAL (TYPE B)	CY	10.00	$150.00	$1,500.00	CALRECYCLE
35	P	721026	ROCK SLOPE PROTECTION (NO. 1, METHOD B)	CY	10.00	$250.00	$2,500.00	SBCO
36		722020	GABION (TENSAR SIERRASCAPE MSE RETAINING WALL)	EA	120.00	$600.00	$72,000.00	CALRECYCLE
37		800103	TEMPORARY FENCE (TYPE CL-6)	LF	100.00	$30.00	$3,000.00	SBCO

ITEM	PARTIAL or FULL PAY	ITEM CODE	DESCRIPTION	UNIT	ESTIMATED QUANTITY	UNIT PRICE	TOTAL	COST RESPONSIBILITY
38		800360	CHAIN LINK FENCE (TYPE CL-6)	LF	250.00	$45.00	$11,250.00	SBCO
39		820132	OBJECT MARKER (TYPE L)	EA	3.00	$100.00	$300.00	SBCO
40		820134	OBJECT MARKER (TYPE P)	EA	4.00	$100.00	$400.00	SBCO
41	P-F	839521	CABLE RAILING (POWDER COATED)	LF	150.00	$60.00	$9,000.00	SBCO
42		840656	PAINT TRAFFIC STRIPE (2-COAT)	LF	250.00	$3.00	$750.00	SBCO
43		869999	DATALOGGER SYSTEM	LS	1.00	$15,000.00	$15,000.00	CALRECYCLE
CONSTRUCTION ESTIMATED TOTAL							**$525,880.00**	
S-3		066070	SUPPLEMENTAL WORK (MAINTAIN TRAFFIC)	LS	1.00	$5,000.00	$5,000.00	SBCO
S-4		066595	SUPPLEMENTAL WORK (WATER POLLUTION CONTROL MAINTENANCE SHARING)	LS	1.00	$3,000.00	$3,000.00	SBCO
S-5		066596	SUPPLEMENTAL WORK (ADDITIIONAL WATER POLLUTION CONTROL)	LS	1.00	$10,000.00	$10,000.00	SBCO
S-7		066680	SUPPLEMENTAL WORK (COMPENSATION ADJUSTMENT FOR PRICE INDEX FLUCTUATIONS OF PAVING ASPHALT)	LS	1.00	$2,000.00	$2,000.00	SBCO
CONTRACT ESTIMATED TOTAL							**$545,880.00**	
ESTIMATE SUMMARY								
CONSTRUCTION ESTIMATE							525,880.00	
SUPPLEMENTAL WORK							20,000.00	SBCO
CONTINGENCY (10%, Not to Exceed $25,000) +5% of the difference between $250,000 & the bid amount.							39,794.00	SBCO
PROJECT TOTAL							**$585,674.00**	
FOR BUDGET PURPOSES - SAY							**$590,000.00**	