

**BARRIERS NEAR
UNION VALLEY PARKWAY INTERCHANGE
PROJECT COOPERATIVE AGREEMENT**

This agreement, effective as of the date it has been signed by PARTIES, is between the Santa Barbara County Association of Governments, acting as the Santa Barbara County Local Transportation Authority ("AUTHORITY"), and the County of Santa Barbara ("COUNTY"), collectively referred to herein as "PARTIES."

RECITALS

- a) The PARTIES are authorized to enter into a cooperative agreement to construct barriers adjacent to the recently constructed U.S. 101 Union Valley Parkway Interchange, along the southbound on-ramp and along Woodmere Drive shown in Exhibit "A", attached hereto and incorporated herein by reference.
- b) Construction of the interchange was funded by AUTHORITY and completed in November 2013 by the California Department of Transportation (Caltrans), as lead agency.
- c) Residents in the unincorporated neighborhoods of Santa Maria Creekside Homeowners' Association (ASSOCIATION) adjacent to the interchange have expressed concerns to AUTHORITY and COUNTY that they are experiencing traffic noise and visual impacts resulting from the opening of the Union Valley Parkway interchange. As described in Attachment "A", residents with houses abutting the southbound on-ramp are requesting that a barrier be constructed because it will be years before new landscaping planted as part of the interchange project matures and becomes a visual barrier. Residents along the on-ramp and Woodmere Drive also perceive that noise levels have increased resulting from the new interchange. They anticipate that barriers will reduce noise levels.
- d) A cost savings realized from the construction of the interchange project has been allocated by AUTHORITY to construct the barriers, hereafter referred to collectively as "PROJECT".
- e) COUNTY agrees to be the lead agency project management, responsible for the design and construction of PROJECT.
- f) AUTHORITY will participate in the PROJECT solely as a funding partner and contribute funds to COUNTY for the PROJECT.
- g) Caltrans has indicated in a letter to AUTHORITY, included as Attachment "E", the constraints and qualifiers that they place on the construction of PROJECT within or adjacent to right of way of the State of California (STATE).
- h) AUTHORITY and COUNTY desire to cooperate to construct PROJECT.

NOW, THEREFORE, THE PARTIES DO HEREBY AGREE AS FOLLOWS:

1. PROJECT SCOPE RESPONSIBILITIES

- a) COUNTY shall be responsible for obtaining all rights, entitlements and permits necessary to complete the PROJECT, including completion of the environmental documentation in compliance with the California Environmental Quality Act (“CEQA”), detailed design, securing legal access to construct, permits, utility relocations, and advertising and awarding a constructing contract for PROJECT to an appropriately licensed and qualified construction contractor.
- b) COUNTY shall be responsible to work with ASSOCIATIONS and STATE to obtain legal access to construct PROJECT.
- c) COUNTY will work with ASSOCIATIONS to obtain agreements for ordinary and long term maintenance of the walls.

2. FINANCIAL RESPONSIBILITIES

- a) AUTHORITY is a funding partner contributing Measure A funds to COUNTY. AUTHORITY shall not be responsible for any planning, environmental work, design, rights-of-way acquisition, construction, maintenance or operation of the PROJECT.
- c) AUTHORITY’s contribution of Measure A funds for PROJECT shall not exceed \$1.627 million of PROJECT costs listed in Attachment “B”.
- d) AUTHORITY shall reimburse COUNTY for PROJECT costs. Authority reserves the right to stop reimbursement payments of invoices if COUNTY refuses to provide progress reports. AUTHORITY shall issue reimbursement payments to COUNTY on or before the last day of the month for all timely submittals.
- e) COUNTY shall submit all invoices and progress reports to AUTHORITY on or before 5:00 p.m. on the tenth (10th) calendar day of the month in which the COUNTY requests reimbursement payments. Copies of invoices must be complete and legible or the reimbursement request will be returned. Reimbursement requests must be accompanied by a cover letter stating the time period for which reimbursement is requested, name of the project, total amount requested and contact name and telephone number.
- f) In no event shall expenses incurred by COUNTY prior to the execution of this Agreement be considered eligible reimbursement costs by AUTHORITY.
- g) Any changes in the PROJECT scope as described in Attachment "A" may not be implemented by COUNTY until approved in writing by AUTHORITY. A change in PROJECT scope shall be defined as costs for work in addition to those described in Attachment “A.” Construction Cost Change Orders consistent with the scope of Attachment “A” and costs in Attachment “B” do not need AUTHORITY approval.
- h) Any AUTHORITY reimbursement payments to COUNTY shall not be construed as a waiver of rights of AUTHORITY to require fulfillment of all terms of this Agreement.

- n) After the COUNTY has provided a letter of Project Completion to AUTHORITY as provided below in Section 3, any positive difference between the cost, as listed in Attachment "B" or approved by AUTHORITY pursuant to this Agreement and the total amount invoiced to AUTHORITY shall be considered cost savings. 100% of the cost savings will be re-credited to the Measure A programs for reallocation by AUTHORITY to other eligible projects.

3. GENERAL CONDITIONS

- a) Prior to advertising project for construction bids, COUNTY will provide AUTHORITY with copies of any agreements entered into by COUNTY for the purposes of maintaining PROJECT.
- b) After construction of the walls, COUNTY proposes to transfer ownership of the UVP Onramp and Woodmere Drive walls to the ASSOCIATION, who will assume full ownership and all responsibilities for the walls. ~~To complete~~For the respective walls, COUNTY proposes to enter into an agreement with ASSOCIATION where ASSOCIATION will be required to do the following:

UVP Onramp wall (see Exhibit A-1 for location):

- (1) Accept ownership of excess land; Area 1 – Approximately 0.5 acres; and Area 2 – approximately 0.2 acres surrounded by ASSOCIATION property shown in Figure 1 (approximate limits); and
- (2) Accept ordinary and long term maintenance of barrier wall.



Figure 1
Approximate limits of excess land

Woodmere wall (see Exhibit A-2 for location):

- (3) Agree to provide COUNTY legal access to construct barrier wall on ASSOCIATION property; and
- (4) ASSOCIATION to accept ordinary and long term maintenance of barrier wall.

If COUNTY is unable to obtain agreement with ASSOCIATION for construction and long term maintenance of the PROJECT, COUNTY will terminate PROJECT for the effected wall or walls

and communicate to AUTHORITY. Obtaining agreements from ASSOCIATION for the UVP Onramp and Woodmere projects will be one the COUNTY's first steps.

- c) COUNTY will consider an award of a contract for construction of PROJECT only if the lowest responsible and responsive bid, plus contingency amounts, combined with other estimated costs in Attachment "B" is less than the Measure A funds available for PROJECT.
 - (i) If the lowest responsible bid combined with other estimated costs in Attachment "B" exceeds funds available for PROJECT in this agreement, COUNTY shall call a meeting and confer with AUTHORITY to agree upon a course of action.
 - (ii) If at any time during construction, costs for PROJECT as described in Attachment "A" are estimated to exceed costs in Attachment "B," COUNTY shall call a meeting and confer with AUTHORITY to agree upon a course of action.
- d) Construction Contract. COUNTY shall require the following provisions be included in any construction contract for the PROJECT.
 - i) Insurance and Indemnity. COUNTY shall require the contractor to comply with the indemnity and insurance requirements specified in Attachment D.
 - ii) Nondiscrimination. COUNTY shall require the contractor to comply with COUNTY's standard nondiscrimination clause for private contractors.
 - iii) Records and Audits. COUNTY shall require the contractor to comply with a standardized record keeping requirement for such contracts and to require the contractor to keep such records for 5 years after COUNTY has accepted the PROJECT. The contract shall provide that AUTHORITY may audit such records.
 - iv) Ownership of Records. COUNTY shall require that all construction drawings of the PROJECT shall be the property of COUNTY and AUTHORITY and, if requested, shall be provided to AUTHORITY after the completion of the PROJECT.
- e) COUNTY will provide copies to AUTHORITY of all executed contracts which relate to the PROJECT scope as described in Attachment "A."
- f) COUNTY will provide copies to AUTHORITY of all executed agreements between COUNTY and ASSOCIATION and/or STATE.
- g) COUNTY shall install Measure A signs consistent with the specifications set forth in Attachment "C" of this Agreement, attached hereto and incorporated herein by this reference.
- h) Except for contractor warranty deficiencies and plant establishment, ASSOCIATION shall be responsible for ordinary and long term maintenance of PROJECT, at ASSOCIATION expense. COUNTY will enter into a separate agreement with ASSOCIATION to carry out maintenance of PROJECT. As used in this subdivision, the term "maintenance" shall mean any and all activities and costs required to operate the facility and preserve the facility from degradation. COUNTY shall be responsible for enforcing PROJECT contractor's warranty and plant establishment obligations, as defined in the Project construction contract documents, until those obligations are completed.

- i) COUNTY shall, within 90 days of the PROJECT Notice of Completion, provide a Letter of Project Completion to AUTHORITY which includes final cost, revenues, and schedule of completed activities. This letter shall accompany the final invoice for payment from the COUNTY.
- h) COUNTY will retain all records pertaining to the PROJECT, including but not limited to financial records, for a five (5) year period following the issuance of the Notice of Completion of the PROJECT. All accounting records shall be kept in accordance with generally accepted accounting practices.
- i) AUTHORITY shall have the right to conduct an audit of all COUNTY's records and contractor's records pertaining to the Agreement at any time during the course of construction and up to a five (5) years after issuance of Notice of Completion of the PROJECT.
- j) Any notice which may be required under this Agreement shall be in writing to the PARTIES at addresses set forth below. Notice is effective five days after deposit, with postage fully prepaid, into the United States mail, or otherwise upon confirmation of receipt:

AUTHORITY

Executive Director
SBCAG
260 N. San Antonio Rd., Suite B
Santa Barbara, CA 93110

COUNTY

Public Works Director
County of Santa Barbara
123 Anapamu Street
Santa Barbara, CA 93101

4. INSURANCE AND INDEMNIFICATION

- a) Indemnity. The PARTIES acknowledge their respective roles respecting the PROJECT under this Agreement. The AUTHORITY'S role is to timely approve and distribute funding. The COUNTY's role is to provide documentation, receive funding, contract for the work of the project, manage PROJECT, and secure legal access to construct PROJECT. Within the limitation of these roles, the PARTIES desire to provide mutual indemnity to each other.

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.

b) Contractor Insurance and Indemnification

COUNTY shall require the contractor to comply with the indemnity and insurance requirements specified in Attachment D.

5. TERM AND OBLIGATION OF AGREEMENT

- a) This Agreement shall remain in effect until discharged or terminated as follows.
- i. The Agreement may be terminated at any time by mutual written consent of the PARTIES or as provided in Section 5(k) of this Agreement.
 - ii. This Agreement shall be discharged, and the PARTIES shall have no further obligation to each other, upon completion of the PROJECT as certified by COUNTY.
- b) Each party agrees to do all such things and take all such actions, and to make, execute and deliver such other documents and instruments, as shall be reasonably requested to carry out the provisions, intent and purpose of the Agreement.
- c) This Agreement 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.
- d) This Agreement may not be changed, modified or rescinded except in writing, signed by all PARTIES hereto, or as provided in Section 5(k) of this agreement, and any attempt at oral modification of this Agreement shall be void and of no effect.
- e) The PARTIES render their services under this Agreement as independent agencies. None of the employees or agents of any party shall be employees or agents of any other party to this Agreement.
- f) The Agreement may not be assigned, transferred, hypothecated, or pledged by any party without the express written consent of the other PARTIES.
- g) This Agreement shall be binding upon the successor(s), assignee(s) or transferee(s) of all PARTIES. This provision shall not be construed as an authorization to assign, transfer, hypothecate or pledge this Agreement other than as provided above.
- h) Should any part of this Agreement 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 remainder of this Agreement which shall continue in full force and effect; provided that, the remainder of this Agreement can, absent the excised portion, be reasonably interpreted to give effect to the intentions of the parties.
- i) This Agreement may be executed in one or more counterparts; each counterpart shall be deemed an original but all counterparts shall constitute a single document.
- j) All obligations of COUNTY under the terms of this agreement are subject to the allocation of Measure A funds by AUTHORITY.

- k) All obligations of AUTHORITY under the terms of this Agreement are expressly contingent upon the AUTHORITY's continued authorization to collect and expend the sales tax proceeds provided by Measure A. If for any reason the AUTHORITY's right or ability to collect or expend such sales tax proceeds is terminated or suspended in whole or part so that it materially affects the AUTHORITY's ability to fund the project, AUTHORITY shall promptly notify PARTIES, and the PARTIES shall consult on a course of action. If, after twenty-five (25) working days, a course of action is not agreed upon by the PARTIES, this Agreement shall be deemed terminated by mutual or joint consent. Any future obligation to fund PROJECT shall arise only upon execution of a new Agreement.
- l) No remedy or election of remedies provided for in this Agreement shall be deemed exclusive, 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.
- m) This Agreement shall be governed by, and construed and enforced in accordance with the laws of the State of California.
- n) The waiver by any party of any breach of any of the provisions of this Agreement shall not constitute a continuing waiver or a waiver of any subsequent breach of the same, or of any other provision of this Agreement.
- o) Nothing in this Agreement, express or implied, is intended to confer any rights or remedies under or by reason of this Agreement on any third party, nor is anything in this Agreement intended to relieve or discharge the obligation or liability of any third party to any party to this Agreement, nor shall any provision of this Agreement give any third party any right of subrogation or action over or against any party to this Agreement.
- p) Each party warrants to each other that he or she is fully authorized and competent to enter into this Agreement in the capacity indicated by his or her signature and agrees to be bound by this Agreement as of the day and year first mentioned above upon the execution of this Agreement by each other party.

IN WITNESS WHEREOF, the undersigned parties have executed this Agreement on the dates and year written below.

COUNTY OF SANTA BARBARA

By: _____

JANET WOLF Date

CHAIR

Board of Supervisors

ATTEST:

MONA MIYASOTO

CLERK OF THE BOARD

By: _____

Deputy

APPROVED AS TO FORM:

MICHAEL GHIZZONI

COUNTY COUNSEL

By: _____

Deputy County Counsel,

Counsel for COUNTY

APPROVED AS TO FORM:

RAY AROMATORIO

RISK PROGRAM ADMINISTRATOR

By: _____

APPROVED AS TO ACCOUNTING:

ROBERT W. GEIS,

AUDITOR CONTROLLER

By: _____

Deputy

**SBCAG, ACTING AS THE SANTA
BARBARA COUNTY LOCAL
TRANSPORTATION AUTHORITY**

JANET WOLF Date

Chairperson

ATTEST:

By: _____

JAMES KEMP

EXECURIVE DIRECTOR

APPROVED AS TO FORM:

By: _____

WILLIAM M. DILLON,

SENIOR DEPUTY COUNTY COUNSEL,

COUNSEL FOR AUTHORITY

ATTACHMENT A

PROJECT SCOPE & SCHEDULE

Project Limits: Southwest quadrant of U.S. 101 Union Valley Parkway Interchange, to the south or west of Union Valley Parkway, U.S. 101 and Woodmere Drive

Project Phase:

- Phase 1 – Preliminary Engineering (Includes Environmental and Preliminary Design/Engineering and Detailed Engineering (PS&E))
- Phase 2 – Right-of-Way Acquisition \ Permitting \ Utilities Relocation
- Phase 3 – Construction (Includes Project Construction & Construction Administration)

Project Scope: The project consists of constructing two barriers adjacent to the U.S. 101 Union Valley Parkway interchange in Orcutt.

The “Southbound on-ramp” barrier will be constructed adjacent to the southbound on-ramp of the interchange. It is estimated to be 8’ to 15’ tall and 700’ long. It is anticipated that the wall be of masonry block construction and located on what is currently State of California right-of-way, and be built on a retaining wall foundation.

The “Woodmere barrier” consists of two sub-barriers that will fill gaps in an existing berm system paralleling U.S. 101. The barriers will be constructed between Woodmere Drive and U.S. 101, on existing berms. The estimated height of the north Woodmere sub-barrier is 6’ and the south barrier is estimated to be between 9’-14’ feet tall. The barriers will be an estimated 180’ and 304’ long respectively.

Exhibits A-1 and A-2 show the locations of PROJECT.

Project Purpose: The purpose of the PROJECT is to address concerns of increased noise and visual impacts resulting from the opening of the Union Valley Parkway interchange, as expressed to AUTHORITY and COUNTY by the residents located in the neighborhoods of the Santa Maria Creekside Homeowner’s Association, located in unincorporated Santa Barbara County and governed by COUNTY. At the proposed location for the southbound on-ramp barrier, residents perceive that traffic noise levels have increased resulting from the interchange opening and believe a barrier will reduce noise. A barrier would also visually screen their homes from the elevated interchange ramps and intersections with Union Valley Parkway. Caltrans has planted landscaping to screen the residential areas from the new interchange but it will be years before the landscaping matures. Residents are requesting that a barrier be constructed to shield them while landscaping matures. At the proposed location for the Woodmere barrier, residents along Woodmere Drive also perceive that traffic noise levels have increased resulting from opening of the new interchange. They also anticipate that a barrier will reduce traffic noise levels.

It is the desire of AUTHORITY and COUNTY to proceed with PROJECT to provide whatever relief may be possible to residents.

Project Schedule

The anticipated schedule for the project is as follows.

Project Phase	Start	End
Preliminary Engineering\Environmental	DECEMBER 2015	MAY 2016
Legal access\Permitting	SEPTEMBER 2015	MAY 2016
Construction	AUGUST 2016	NOVEMBER 2016

Exhibit A-1 US 101/UVP – Southbound on-ramp barrier

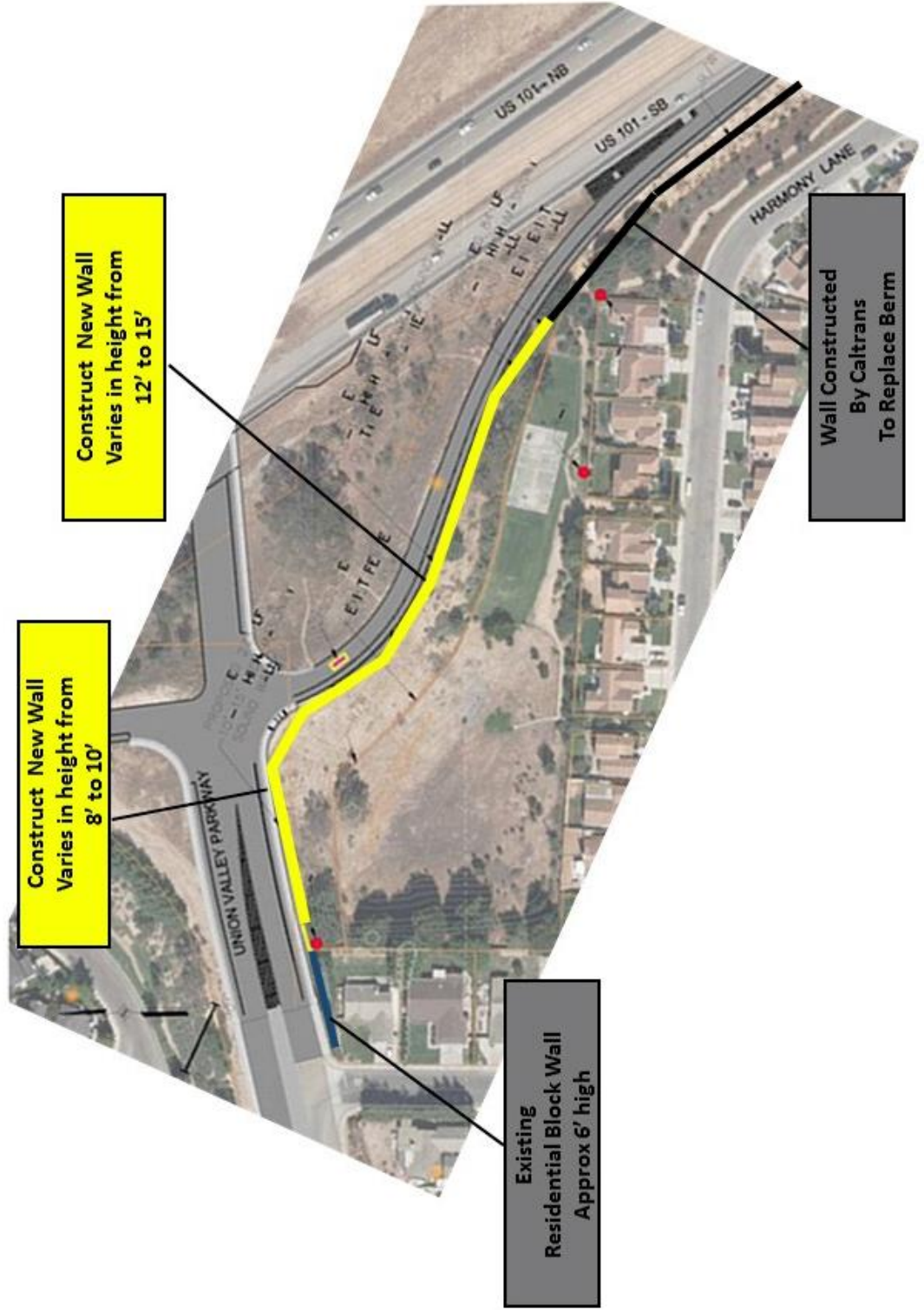


Exhibit A-2 US 101/UVP – Woodmere barrier



ATTACHMENT B

PROJECT COST ESTIMATE AND FUNDING PLAN

The Measure A funds below contributed by AUTHORITY are to be used to pay COUNTY’s eligible costs defined in SECTION 1 PROJECT SCOPE RESPONSIBILITIES. The estimated cost of the two barriers that comprise PROJECT are below. Measure A funds are fungible between the two barriers and between cost categories, however, the maximum contribution of Measure A funds to PROJECT by AUTHORITY shall not exceed \$1.627 million.

PROJECT COST CATEGORY	SOUTHBOUND ON-RAMP BARRIER		
	Cost Estimate	Measure A Funding	Funding Percentage
Project Support ¹	\$225,000	\$225,000	100%
Right-of-way acquisition\Permitting\Utilities	\$10,000	\$10,000	100%
Construction	\$758,000	\$758,000	100%
Total	\$993,000	\$993,000	100%

PROJECT COST CATEGORY	WOODMERE BARRIER		
	Cost Estimate	Measure A	Funding Percentage
Project Support ¹	\$135,000	\$135,000	100%
Right-of-way acquisition\Permitting\Utilities	\$105,000	\$105,000	100%
Construction	\$394,000	\$394,000	100%
Total	\$634,000	\$634,000	100%

¹ Project Support includes all support costs associated with implementing project such as project management, environmental analysis, preliminary engineering, detailed design, right of way support and construction support.

ATTACHMENT C

MEASURE A PROJECT SIGNS

COUNTY shall install two (2) Measure A project signs per measurements below that include the project title, Measure A logo, project completion date, project COUNTY logo, and AUTHORITY logo.

The signs will be installed on the southbound on-ramp and along Woodmere Drive. The signs will be posted prior to the construction of the project, during the construction of the project, and for at least three months after the completion of construction.



ATTACHMENT D

CONTRACTOR'S INSURANCE AND INDEMNIFICATION

The Contractor shall provide the following for the benefit of the County of Santa Barbara and Santa Barbara County Association of Governments (“THE PARTIES”):

A. General

1. Contractor shall carry all insurance required by Federal, State, County, and local Laws and Regulations.
2. Neither Contractor nor any subcontractor shall enter the site of the work or commence work under this contract before Owner, relying on Contractor's evidence of insurance, has issued the Notice-to-Proceed.
3. Contractor shall indemnify, defend, and save harmless THE PARTIES, their officers, officials, employees, and volunteers, from any and all loss, damage and liability for damages, including attorney's fees and other costs of defense incurred by them, whether for damages to or loss of property, or injury to or death of their officers, agents, and employees or third parties, which shall in any way arise out of or be connected with Contractor's operations or performance under the contract, unless such damage, loss, injury or death shall be caused solely by the negligence of THE PARTIES.
4. Contractor shall secure and maintain, during the contract time and warranty period, certain insurance that shall protect Contractor, Subcontractor, THE PARTIES, and Design Engineer in such manner and amounts as set forth hereinafter.
 - a. The insurance requirements stipulated herein shall not be construed as limiting Contractor's liability.
5. All loss or damage arising from obstructions or difficulties which may be encountered in the prosecution of the work, from the action of the elements, or from any act or omission on the part of Contractor or any subcontractor, supplier, person, or agent employed by Contractor shall be borne by Contractor.
6. Deductibles and Self-insured Retentions
 - a. Deductibles and self-insured retentions shall be declared to and approved by the COUNTY.
 - b. At the option of COUNTY, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects THE PARTIES and Design Engineer, their officers, officials,

employees and volunteers or Contractor shall provide a financial guarantee satisfactory to the COUNTY guaranteeing payment of losses and related investigations, claims administration, and defense expenses.

7. Contractor shall include subcontractors as insureds under its policies or shall furnish separate certificates and endorsements for each subcontractor.
 - a. Coverage's for subcontractors shall be subject to the requirements stipulated herein.

B. Verification of Coverage

1. Contractor shall furnish the COUNTY with original endorsements effecting coverage required by this clause.
2. Endorsements shall be signed by a person authorized by that insurer to bind coverage on its behalf.
3. The endorsements shall be on forms provided by the COUNTY, or on other than the COUNTY forms, or a separate owner's policy, provided those forms or policies are approved by the COUNTY and amended to conform to the COUNTY's requirements.
4. Endorsements shall be received and approved by the COUNTY before work commences.
5. The COUNTY has the right to secure from the Contractor certified copies of all required insurance, including endorsements affecting the coverage required by these specifications.

C. The Contractor's insurance must be placed with insurers that have a current A.M. Best's rating of no less than A-: VII.

D. Workers Compensation Insurance

1. Contractor shall take out and maintain Workers Compensation Insurance as required by the State of California for all of its employees at the site of the work and Employer's Liability Insurance in the amount of \$1,000,000 per accident for bodily injury or disease during the life of this contract.
 - a. The Contractor's Workers Compensation and Employer's Liability policy shall be endorsed to provide a waiver of subrogation by the carrier to THE PARTIES and Design Engineer.

2. Contractor shall require each subcontractor to provide workers Compensation Insurance for its employees unless the Contractor covers such employees.
3. In the event any class of employees engaged in hazardous work under this contract is not protected by the Workers Compensation Statute, Contractor shall provide, and shall cause its subcontractors to provide, special insurance for the protection of such employees not otherwise protected.

E. Commercial General liability Insurance

1. Contractor shall procure, and maintain during the life of the contract, coverage at least as broad as ISO Commercial General Liability Insurance (Form CG 0001) necessary to protect itself, THE PARTIES, Design Engineer, and Subcontractors performing work under this contract, from all claims and legal costs for bodily injury or personal injury, including accidental death and property damage claims arising from operations under this contract, whether such operations are the Contractor's or the subcontractor's.
2. The policy shall be endorsed to include the following provisions:
 - a. The PARTIES and Design Engineer, their officers, officials, employees and volunteers are to be covered as insureds with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts or equipment furnished in connection with such work or operations. This can be provided in the form of an endorsement to the Contractor's insurance or as a separate owner's policy.
 - b. For any claims related to this project, the Contractor's insurance coverage shall be primary insurance as respects the PARTIES and Design Engineer, their officers, officials, employees and volunteers. Any insurance or self-insurance maintained by the PARTIES and/or Design Engineer, their officers, officials, employees or volunteers shall be excess of the Contractor's insurance and shall not contribute with it.
 - c. This coverage shall not be canceled by either party, except after 30 days prior written notice by certified mail, return receipt requested has been given to the PARTIES and Design Engineer.
3. The minimum limits of the insurance shall be as follows:
 - a. \$1,000,000 per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit of \$2,000,000 shall apply separately to this project/location or the general aggregate limit shall be twice the

required occurrence limit. A separate general aggregate limit of \$2,000,000 will also apply for Products and Completed Operations.

F. Automobile Liability

1. Contractor shall carry and maintain coverage at least as broad as ISO automobile liability (Form CA 0001) in an amount not less than \$1,000,000 per accident for bodily injury and property damage.
2. Such automobile liability insurance shall include Symbol 1, any "auto." Symbol 1 includes, but is not limited to, owned, hired and non-owned autos.
3. The policy shall be endorsed to include the following provisions:
 - a. This coverage shall not be canceled by either party, except after 30 days prior written notice by certified mail, return receipt requested has been given to the PARTIES and Design Engineer.

ATTACHMENT E - Caltrans Constraints

STATE OF CALIFORNIA—CALIFORNIA STATE TRANSPORTATION AGENCY

EDMUND G. BROWN Jr., Governor

DEPARTMENT OF TRANSPORTATION

50 HIGUERA STREET
 SAN LUIS OBISPO, CA 93401-5415
 PHONE (805) 549-3101
 FAX (805) 549-3329
 TTY 711
<http://www.dot.ca.gov/dist05/>



*Serious drought
 Help save water!*

October 16, 2014

Jim Kemp, Executive Director
 Santa Barbara County Association of Governments
 260 North San Antonio Road Suite B
 Santa Barbara, CA 93110

Dear Mr. Kemp:

This is in response to your recent correspondence to the California Department of Transportation (Caltrans) regarding the proposal for new walls to be constructed adjacent to the Union Valley Parkway (UVP) interchange, using Measure A cost savings. Santa Barbara County Association of Governments (SBCAG) has been a valuable partner in the completion of this interchange, and Caltrans would like to offer the following guidance for the proposed walls, along with answers to your specific questions, in a similar spirit of partnership.

UVP Southbound On-ramp

According to the mapping attached to your letter, this wall would be placed along UVP and then continue south along the southbound on-ramp, connecting at its south end to an existing soundwall. The wall is proposed entirely within current Caltrans right of way. Per Caltrans policy, since the capital cost is less than \$1 million, the project is eligible for the Encroachment Permit process.

Caltrans declines to assume a lead agency role for this project, since the wall is not warranted by existing noise levels and it does not provide a demonstrated benefit to noise receptors. Instead, Caltrans will cooperate fully with SBCAG or the County of Santa Barbara under the Encroachment Permit process to implement the locally sponsored proposal.

The most significant issue is the substantial long-term maintenance of this wall and the area behind the proposed wall. This would include irrigation and landscaping, graffiti removal, litter removal, prevention of illegal encampment and weed control. As a condition of the Encroachment Permit, the property behind and including the wall must be owned and maintained by another agency, most likely the County of Santa Barbara. Caltrans will require a commitment from the local agency to accept the property by relinquishment or Director's Deed upon completion of the wall. Caltrans' maintenance responsibility will be limited to the graffiti on the freeway side of the wall only. The structure itself must be maintained by the local agency. The proposed wall must be designed to be structurally independent of the existing Caltrans soundwall.

Caltrans has recently completed a planting and irrigation project at the UVP interchange, including the area proposed to be used for this wall. As a condition of this project, any planting and irrigation in conflict with the wall will need to be replaced within the interchange as a project feature. Additional planting such as vines will need to be included as a deterrent to graffiti.

"Provide a safe, sustainable, integrated and efficient transportation system to enhance California's economy and livability"

SB 101 - Union Valley Parkway (SBCAG)

Jim Kemp
October 16, 2014
Page 2

US 101 at Woodmere Road

The mapping indicates two walls to be built atop earthen embankments, in an area parallel to Route 101 beyond and outside the Caltrans right of way fence line. The walls would be built on private property owned by a homeowners' association and thus would not require Caltrans' approval. Here are a few items to be noted:

- This project is located off the State highway system, Caltrans is not the appropriate lead agency for this wall. SBCAG or another local entity will need to implement this project.
- Route 101 is an access controlled freeway, access for construction and maintenance of this wall must utilize the local street system only. Caltrans policy does not permit access to private property from within access controlled State right of way.
- Maintenance of both sides of the wall would need to be done by the property owner or another entity. Caltrans would have no maintenance responsibilities for this wall.
- The surface drainage pattern in the area of the wall will need to be preserved to ensure that the proposed grading does not interfere with drainage on the adjacent Caltrans right of way.

In summary, Caltrans understands that SBCAG is evaluating the merits of these walls to be constructed using Measure A funds. The above guidance is meant to help SBCAG make a fully informed decision about these projects.

Caltrans looks forward to continuing to work with SBCAG on this issue. If you have additional questions please contact David Beard, Project Manager at (805) 549-3016 or david.beard@dot.ca.gov.

Sincerely,



TIMOTHY M. GUBBINS
District Director