

**PROJECT SPECIFIC MAINTENANCE AGREEMENT
FOR CLARK AVE O.C. IMPROVEMENTS IN THE COUNTY OF SANTA
BARBARA**

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 County of Santa Barbara; hereinafter referred to as "COUNTY" and collectively referred to as "PARTIES".

SECTION I

RECITALS

1. WHEREAS, Cooperative Agreement Number 05-0342 was executed between COUNTY and STATE to construct modifications to the interchange of State Route (SR) 101 and Clark Avenue, hereinafter referred to as "PROJECT", and
2. WHEREAS, the PARTIES hereto mutually desire to identify the maintenance responsibilities for improvements of PROJECT constructed under the Cooperative Agreement Number 05-0342, and
3. WHEREAS, the COUNTY and STATE have previously executed a Freeway Maintenance Agreement dated July 18, 1967; and
4. WHEREAS, new improvements have been constructed within limits of this previously executed July 18, 1967, Freeway Maintenance Agreement, and the PARTIES desire to supersede portions of such previously executed Freeway Maintenance Agreement that are included in this Project Specific Maintenance Agreement.

NOW THEREFORE, IT IS AGREED AS FOLLOWS:

SECTION II

AGREEMENT

5. PARTIES agree this Agreement shall supersede the portion of said Freeway Maintenance Agreement executed by PARTIES on July 18, 1967 that are included in this Project Specific Maintenance Agreement.
6. Exhibit A consists of plan drawings that delineate the areas within STATE right of way which are the responsibility of the COUNTY to maintain in accordance with this Maintenance Agreement.
7. 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.

8. COUNTY must obtain the necessary Encroachment Permits from STATE's District 5 Encroachment Permit Office prior to entering STATE right of way to perform COUNTY maintenance responsibilities. This permit will be issued at no cost to COUNTY.

9. VEHICULAR AND PEDESTRIAN OVERCROSSINGS

- 9.1. STATE will maintain, at STATE expense, the entire structure of any STATE constructed vehicular and pedestrian overcrossings of SR 101 below the deck wearing surface and any wearing surface treatment thereon.
- 9.2. COUNTY will maintain, at COUNTY expense, the deck wearing surface and structural drainage system (and shall perform such work as may be necessary to ensure an impervious and/or otherwise suitable surface) and all portions of the structure above the bridge deck, including, but without limitation, lighting installations, as well as all traffic service facilities (sidewalks, signs, pavement markings, bridge rails, etc.) that may be required for the benefit or control of traffic using that overcrossing.
- 9.3. As directed by section 92.6 of the Streets and Highways Code, at locations determined by STATE, screening shall be placed on STATE freeway overpasses on which pedestrians are allowed. All screens installed under this program will be maintained by STATE, at STATE expense.

10. ELECTRICALLY OPERATED TRAFFIC CONTROL DEVICES

- 10.1. The cost of operation, maintenance, repairs, replacement and energy costs of safety lighting, traffic signals or other necessary electrically operated traffic control devices placed at interchanges/intersections of SR 101 Freeway and COUNTY streets and roads, and at ramp connections or SR 101 and COUNTY facilities shall be shared by the PARTIES in a separate Shared Cost Electrical Agreement. A separate "Shared Cost Electrical Agreement" will be updated in the future, allocating these costs between the PARTIES.
- 10.2. Timing of traffic signals, which shall be coordinated with COUNTY to the extent that no conflict is created with freeway operations, shall be the sole responsibility of STATE.

11. LEGAL RELATIONS AND RESPONSIBILITIES

- 11.1. 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.
- 11.2. Neither COUNTY 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 COUNTY 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.

11.3. 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 COUNTY under or in connection with any work, authority or jurisdiction conferred upon COUNTY under this Agreement. It is understood and agreed that COUNTY 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 COUNTY under this Agreement.

12. PREVAILING WAGES:

12.1. 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. COUNTY 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. COUNTY agrees to include prevailing wage requirements in its contracts for public work. Work performed by COUNTY'S own forces is exempt from the Labor Code's Prevailing Wage requirements.

12.2. Requirements in Subcontracts – COUNTY 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 COUNTY's contracts

13. SELF-INSURED - COUNTY is self-insured. COUNTY 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 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 in a form satisfactory to STATE, along with a signed copy of the Agreement.

13.1. SELF-INSURED using Contractor - If the work performed on this Project is done under contract COUNTY 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.

14. TERMINATION - This Agreement may be terminated by timely mutual written consent by PARTIES, and COUNTY's failure to comply with the provisions of this Agreement may be grounds for a Notice of Termination by STATE.
15. 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.

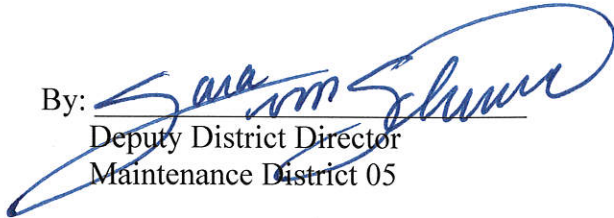
COUNTY OF SANTA BARBARA

STATE OF CALIFORNIA
DEPARTMENT OF TRANSPORTATION

STEVE LAVAGNINO
Chair, Board of Supervisors
Date: _____

LAURIE BERMAN
Director of Transportation

ATTEST:
Mona Miyasoto
County Executive Officer, Clerk of the Board

By: 
Deputy District Director
Maintenance District 05

Deputy Clerk

RECOMMENDED FOR APPROVAL:
Public Works Department

Scott McGolpin
Public Works Director

APPROVED AS TO ACCOUNTING
FORM:
Betsy M. Schaffer, CPA
Auditor-Controller

Deputy

APPROVED AS TO FORM:
Michael C. Ghizzoni
County Counsel

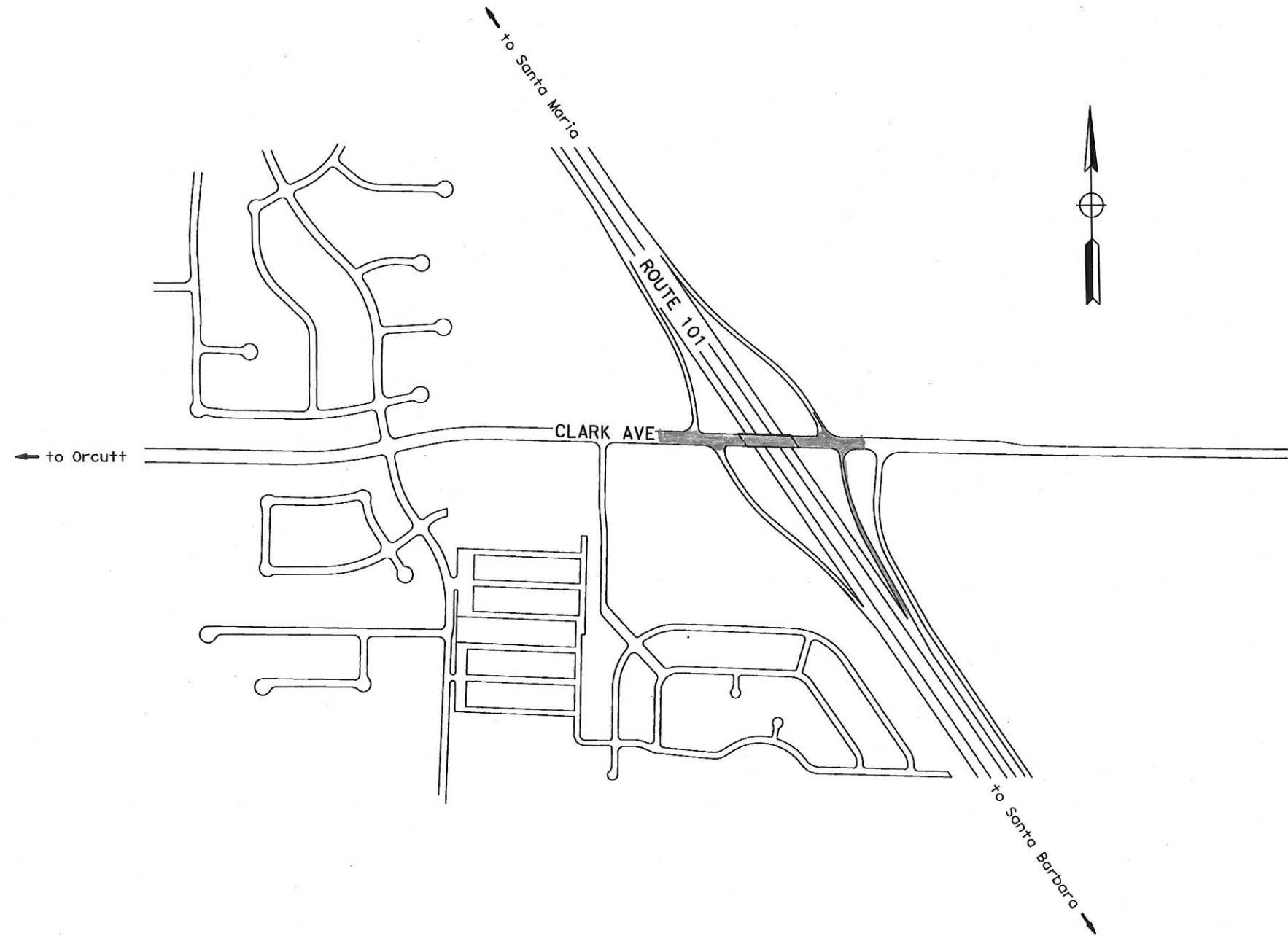
Deputy County Counsel

APPROVED AS TO FORM:
Risk Management

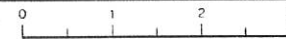
**PROJECT SPECIFIC MAINTENANCE AGREEMENT
WITH THE COUNTY OF SANTA BARBARA
ON ROUTE 101 AT CLARK AVENUE**

Dist	COUNTY	ROUTE	POST MILES TOTAL PROJECT	SHEET No.	TOTAL SHEETS
05	SB	101	81.0/83.3	1	2

**EXHIBIT "A"
VICINITY MAP**

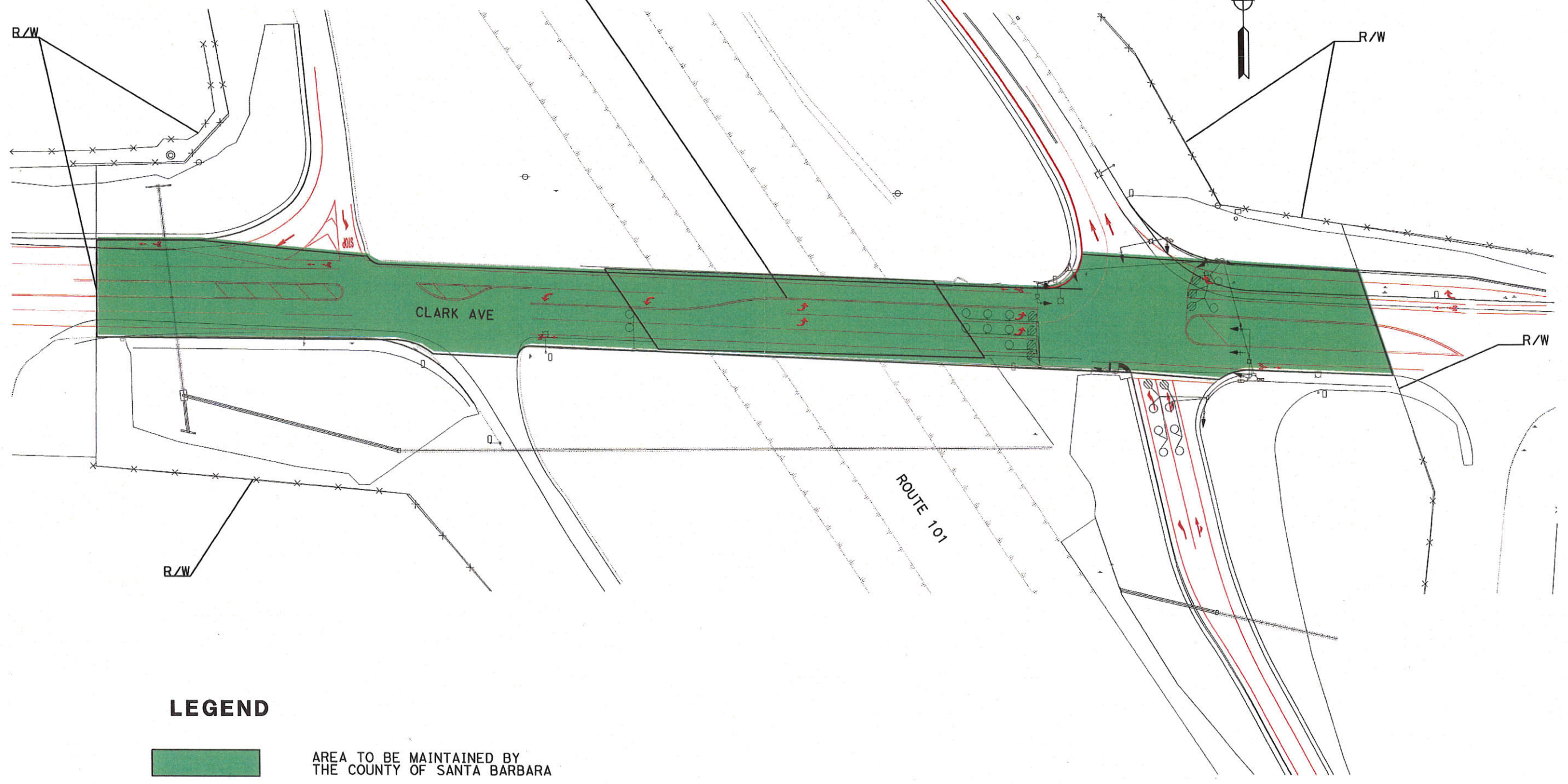


RELATIVE BORDER SCALE
IS IN INCHES



Dist	COUNTY	ROUTE	POST MILES TOTAL PROJECT	SHEET No.	TOTAL SHEETS
05	SB	101	81.0/83.3	2	2

CLARK AVENUE OC PM R10.41
BRIDGE No. 51-147



LEGEND



AREA TO BE MAINTAINED BY
THE COUNTY OF SANTA BARBARA

**PROJECT SPECIFIC MAINTENANCE AGREEMENT
WITH THE COUNTY OF SANTA BARBARA
EXHIBIT "A"**

NO SCALE

