

CONSTRUCTION COOPERATIVE AGREEMENT

This Agreement is entered into between the County of Ventura ("COUNTY-VENTURA") and the County of Santa Barbara ("COUNTY-SB"), collectively referred to as "PARTIES" or individually as "PARTY."

1) RECITALS

- a) WHEREAS, the PARTIES are authorized to enter into a cooperative agreement for improvements to the local road system; and
- b) WHEREAS, CALTRANS is acting as the funding authority ("AUTHORITY"), with matching funds provided by COUNTY-SB and State Proposition 1B Seismic Funds; and
- c) WHEREAS, COUNTY-SB is constructing a retrofit of the Rincon Hill Road Bridge No. 51C-0039 within the jurisdictions of both the County of Santa Barbara and County of Ventura, hereinafter referred to as the "PROJECT," as described in Exhibit A, attached hereto; and
- d) WHEREAS, the PROJECT will consist of a seismic gate system, including warning gates and flashing beacons that will activate upon the recording of a qualifying seismic event at the project site, hot mix asphalt (HMA) pavement, HMA dike, and elements of Midwest Guardrail System; and
- e) WHEREAS, the PROJECT exists dually within COUNTY-SB and COUNTY-VENTURA jurisdiction, as the Rincon Hill Road Bridge spans Rincon Creek, which is the jurisdictional boundary between COUNTY-SB and COUNTY-VENTURA; and
- f) WHEREAS, AUTHORITY intends to contribute funds for the construction and construction administration of the PROJECT, and the estimated cost and funding plan for PROJECT are included in Exhibit B, attached hereto; and
- g) WHEREAS, the PROJECT does not require the acquisition of any additional right-of-way; and
- h) WHEREAS, environmental review of the PROJECT has been completed, resulting in an approved NEPA and CEQA document; and
- i) WHEREAS, the PARTIES intend that this Agreement will define their roles and responsibilities in carrying out the PROJECT;
- j) NOW THEREFORE, the PARTIES agree as follows:

2) PROJECT SCOPE RESPONSIBILITIES

- a) COUNTY-SB will advertise, award and administer a construction contract and manage the scope, cost, and schedule of PROJECT to complete the PROJECT.

- b) COUNTY-SB has in its employment or will sub-contract with qualified construction administration support staff to serve as construction engineering staff during construction of PROJECT.
- c) COUNTY-VENTURA will issue an encroachment permit to COUNTY-SB for construction of PROJECT at no cost to COUNTY-SB.

3) FINANCIAL RESPONSIBILITIES

- a) AUTHORITY is a funding partner to the PROJECT, contributing Highway Bridge Program (HBP) funds to PROJECT, as identified in Exhibit "B".
- b) The State of California is a funding partner to the PROJECT, contributing State Proposition 1B Seismic funds consistent with PROJECT scope of work and schedule described in Exhibit "A" or as approved by the AUTHORITY.
- c) COUNTY-VENTURA is not a funding partner to the PROJECT and is not responsible for contributing any additional funding for the PROJECT.
- d) COUNTY-SB will be responsible for requesting a funding allocation from AUTHORITY for construction activities. COUNTY-SB will be responsible for the timely completion of the PROJECT, currently estimated to be May 2015.

4) GENERAL CONDITIONS

- a) Prior to advertisement, COUNTY-VENTURA shall review PROJECT construction plans to be included in the bid package by the COUNTY-SB and send a letter ("Letter of Affirmation") signed by the Director of the Public Works Agency for COUNTY-VENTURA to COUNTY-SB affirming that COUNTY-VENTURA has reviewed and approved the plans and special provisions and supports the PROJECT.
- b) COUNTY-SB will not advertise project before COUNTY-SB receives a Letter of Affirmation on project plans from COUNTY-VENTURA, as specified in Section 4.a.
- c) COUNTY-SB will consider an award of a contract for construction of PROJECT only if the lowest responsible bid, plus contingency amounts, combined with other estimated costs in Exhibit "B" is less than the HBP and State Proposition 1B Seismic funds available, plus any additional funding available, for PROJECT.
- d) COUNTY-SB is responsible for oversight and direction of COUNTY-SB personnel providing construction administration support services. COUNTY-SB shall have exclusive authority over all change orders, all matters pertaining to dispute resolution with contractor and AUTHORITY, and final acceptance of PROJECT contract as complete.
- e) COUNTY-SB shall be responsible for maintenance of the seismic warning gate system portion of the PROJECT, at COUNTY-SB's expense, commencing when the Notice of

Completion is approved, throughout the one-year contractor warranty and plant establishment period, and continuing thereafter. The term “maintenance” shall mean any and all activities and costs required to operate the PROJECT facilities and preserve the PROJECT facilities from degradation. The terms “contractor warranty” and “plant establishment” shall have the meaning identified in contractual obligations of the contractor. The PROJECT shall be “complete” when the warranty and plant establishment period have expired. The hot mix asphalt pavement, hot mix asphalt dike and guardrail constructed within COUNTY-VENTURA right of way shall be maintained by COUNTY-VENTURA.

- f) COUNTY-SB will send COUNTY-VENTURA a Notice of Completion. COUNTY-VENTURA shall not have responsibility for maintenance of the seismic warning gate system or have an on-going liability for the costs of maintenance, and the cooperation of PARTIES to construct PROJECT shall not be construed as a commitment by COUNTY-VENTURA to maintain the seismic warning gate system portion of the PROJECT facilities.
- g) This Agreement does not change any responsibilities that PARTIES currently have for the maintenance of the existing bridge no. 51C-0039 and associated facilities outside the scope of the PROJECT.
- h) COUNTY-SB will provide COUNTY-VENTURA record drawing plans within 90 days after a copy of the Notice of Completion is sent to COUNTY-VENTURA.
- i) COUNTY-SB will retain records pertaining to the PROJECT for a five (5) year period following 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:

COUNTY OF VENTURA
Public Works Agency Director
800 S Victoria Avenue
Ventura, CA 93009-1620

COUNTY OF SANTA BARBARA
Public Works Director
County of Santa Barbara
123 Anapamu Street
Santa Barbara, CA 93101

5) INDEMNIFICATIONS

- a) It is mutually understood and agreed, relative to the reciprocal indemnification of COUNTY-SB and COUNTY-VENTURA:

Indemnity. The parties acknowledge their respective roles respecting the Project under this Agreement. The COUNTY-SB’s role is to provide documentation, receive funding, contract for the work of the project, provide construction administration, manage construction, and maintain the seismic gates and support hardware upon its completion. The COUNTY-VENTURA’s role is to provide an encroachment permit for the PROJECT, and to provide COUNTY-SB with a letter affirming COUNTY-VENTURA reviewed, approved, and

supports the PROJECT. Within the limitation of these roles, the PARTIES desire to provide mutual indemnity to each other.

The PARTIES shall fully defend, indemnify and hold harmless each other, and the officers and employees of each other, against any damage or liability occurring by reason of anything done or omitted to be done by any PARTY acting within the scope of this Agreement. Further, pursuant to Government Code Section 895.4, each PARTY shall fully defend, indemnify and hold the other PARTIES harmless from any liability imposed for injury as defined by Government Code Section 810.8 occurring by reason of anything done or omitted to be done by a PARTY acting within the scope of this Agreement.

6) TERM AND OBLIGATION OF AGREEMENT

- a) This Agreement shall become effective upon mutual execution by the PARTIES.
- b) This Agreement shall remain in effect until discharged or terminated as follows.
 - (i) The Agreement may be terminated at any time by mutual consent of the PARTIES.
 - (ii) This Agreement shall be discharged, and the PARTIES shall have no further obligation to each other, upon completion of the PROJECT, as defined in Section 4.e, above.
 - (iii) All obligations of COUNTY-SB under the terms of this Agreement are subject to allocation of HBP funds by Authority and State Proposition 1B Seismic funds by COUNTY-SB. COUNTY-SB may terminate this Agreement by written notice to COUNT-VENTURA upon COUNTY-SB's determination that the necessary funds have not been allocated.
- c) 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.
- d) 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.
- e) This Agreement may not be changed, modified or rescinded except in writing, signed by all PARTIES hereto, and any attempt at oral modification of this Agreement shall be void and of no effect.
- f) 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.
- g) The Agreement may not be assigned, transferred, hypothecated, or pledged by any party without the express written consent of the other parties.

- 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 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.
- j) 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.
- k) This Agreement shall be governed by, and construed and enforced in accordance with the laws of the State of California.
- l) 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.
- m) 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.
- n) 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.

Rincon Hill Road / Bates Road Bridge No. 51C-0039
Construction Cooperative Agreement

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

COUNTY OF SANTA BARBARA

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| <p>By: _____ Janet Wolf, Chair Board of Supervisors</p> <p>Date: _____</p> <p>APPROVED AS TO ACCOUNTING: ROBERT W. GEIS, AUDITOR CONTROLLER</p> <p>By: _____ Deputy</p> <p>_____ Typed or printed name and title</p> <p>Date: _____</p> <p>APPROVED AS TO FORM: RAY AROMATORIO, RISK MANAGER</p> <p>By: _____</p> <p>_____ Typed or printed name and title</p> <p>Date: _____</p> | <p>ATTEST: MONA MIYASATO COUNTY EXECUTIVE OFFICER CLERK OF THE BOARD</p> <p>By: _____ Deputy Clerk</p> <p>_____ Typed or printed name and title</p> <p>Date: _____</p> <p>APPROVED AS TO FORM: MICHAEL C. GHIZZONI COUNTY COUNSEL</p> <p>By: _____ Deputy County Counsel</p> <p>_____ Typed or printed name and title</p> <p>Date: _____</p> |
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Rincon Hill Road / Bates Road Bridge No. 51C-0039
Construction Cooperative Agreement

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

COUNTY OF VENTURA

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| <p>By: _____ Steve Bennett, Chair Board of Supervisors</p> <p>Date: _____</p> <p>APPROVED AS TO ACCOUNTING: JEFFERY S. BURGH, AUDITOR CONTROLLER</p> <p>By: _____ Deputy</p> <p>_____ Typed or printed name and title</p> <p>Date: _____</p> <p>APPROVED AS TO FORM: CHUCK PODE, RISK MANAGER</p> <p>By: _____</p> <p>_____ Typed or printed name and title</p> <p>Date: _____</p> | <p>ATTEST: MICHAEL POWERS COUNTY EXECUTIVE OFFICER CLERK OF THE BOARD</p> <p>By: _____ Deputy Clerk</p> <p>_____ Typed or printed name and title</p> <p>Date: _____</p> <p>APPROVED AS TO FORM: LEROY SMITH COUNTY COUNSEL</p> <p>By: _____ Deputy County Counsel</p> <p>_____ Typed or printed name and title</p> <p>Date: _____</p> |
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EXHIBIT A

PROJECT SCOPE & SCHEDULE

Project Limits: Rincon Hill Road Bridge No. 51C-0039, from Bates Ranch Road to 1100 ft. north of Bates Ranch Road, spanning both County of Ventura and County of Santa Barbara jurisdiction.

Project Purpose:

The existing Rincon Hill Road Bridge No. 51C-0039 is a reinforced concrete arch bridge constructed in 1915 that is eligible for listing on the National Register of Historic Places. It is approximately 125 feet long and 23 feet wide, and crosses Rincon Creek, which is the jurisdictional boundary between the County of Santa Barbara and the County of Ventura in this area. Due to deterioration of the supporting columns at Bent 4, a supplemental steel support frame and pile structure was constructed in 1968 to provide support to the damaged columns supporting the pre-cast arch. Several existing utilities are carried below the west barrier rail.

This project will retrofit the existing Rincon Hill Road Bridge No. 51C-0039 with a seismic gate system, including the installation of two 22 foot long motorized gate arms, flashing beacons and illuminated warning signs at both approaches to the bridge. These warning gates are lowered only when both the bridge mounted and free field sensors record an acceleration magnitude of 0.05g (or 5% of the force of gravity). Control cabinets will be constructed near the bridge to house additional elements of the system, including back-up battery system and a telephone link to alert the County of Santa Barbara Public Works Department when the system has been activated. In addition to these items, some minor improvements will be constructed to protect the proposed installations and provide adequate turn-around width in advance of the seismic gate arms.

Transportation Benefit:

Due to the historical nature of the structure, the environmental sensitivity of Rincon Creek, the low average daily traffic, and a readily available alternative route using State Route 150, a bridge replacement project is cost prohibitive, at this time. The seismic retrofit of the bridge to install seismic safety gates allows for the continued use of Rincon Hill Road Bridge No. 51C-0039 in its structurally deficient state.

ANTICIPATED PROJECT SCHEDULE

| Project Phase | Start | End |
|---|--------------|-------------|
| Call for Bids\Advertise Construction Contract | March 2015 | April 2015 |
| Award Construction Contract | May 2015 | ----- |
| Construction | June 2015 | August 2015 |

EXHIBIT B

PROJECT COST ESTIMATE AND FUNDING PLAN

The funds below contributed by AUTHORITY and COUNTY-SB are to be used to pay COUNTY-SB's estimated construction costs, including construction administration, for the scope of work described in Exhibit A.

| AUTHORITY Fund Source | COST ESTIMATE | | | Funding Percentage |
|------------------------------------|------------------------------------|-----------------------------|------------------|---------------------------|
| | Construction Administration | Construction Capital | Total | |
| Highway Bridge Program | \$48,692 | \$239,031 | \$287,723 | 88.53% |
| State Proposition 1B Seismic Funds | \$6,308 | \$30,969 | \$37,277 | 11.47% |
| Total | \$55,000 | \$270,000 | \$325,000 | 100% |