

## **MAINTENANCE AGREEMENT WITH COUNTY OF SAN MATEO**

THIS AGREEMENT is made and entered into in duplicate, effective this \_\_\_\_\_ day of \_\_\_\_\_, 201\_\_, by and between the State of California, acting by and through its Department of Transportation, herein after referred to as "STATE and the County of San Mateo, hereinafter referred to as "COUNTY"; and collectively referred to as "PARTIES."

### **WITNESSETH:**

- A. WHEREAS, on September 5, 2012, Encroachment Permit Application # 0412-NMC0825 was submitted by COUNTY to STATE, to install new guard rails, wood bollards with wire rope, and a vehicle gate on the western side of State Route 1, Postmile 7.6 - 7.9, as shown on Exhibit A, required for the development of that portion of State Route 1 within the jurisdictional limits of the COUNTY of San Mateo; and
- B. WHEREAS, said improvements to State Route 1 ("SR 1") have now been completed, or are nearing completion, and PARTIES hereto mutually desire to clarify and revise the division of maintenance, as defined in section 27 of the California Streets and Highways Code, and their respective responsibilities as to Guardrails, Bollards and Wire Ropes, and Vehicle Gates as shown on Exhibit A; and

### **NOW THEREFORE, IT IS AGREED:**

- 1. COUNTY agrees to maintain areas of SR 1 as shown on that plan map attached hereto, marked Exhibit A, and made a part hereof by this reference.
- 2. STATE agrees to continue control and maintenance of those portions within the State Right of Way (ROW) on SR 1 except as shown on Exhibit A.
- 3. If there is mutual agreement on any change in the future in the maintenance duties between PARTIES, PARTIES can revise Exhibit A by a mutual written execution of Exhibit A.
- 4. When another planned future improvement has been constructed and/or a minor revision has been effected within the limits of the SR 1 herein described which will affect PARTIES' division of maintenance responsibility as described herein, STATE will provide a new dated and revised Exhibit "A," which will be made a part here of by an amendment to this Agreement when executed by PARTIES, which will thereafter supersede the attached original Exhibit A and become part of this Agreement.
- 5. COUNTY and STATE agree to accept their then respective operational and maintenance responsibilities and related associated costs thereof in the event jurisdictional boundaries of PARTIES should change and Exhibit A is amended to reflect those changes.

6. COUNTY must obtain the necessary Encroachment Permits from STATE's District 4 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.

7. METAL BEAM GUARDRAIL

- 7.1. Responsibility for maintaining in its entirety and replacing any damaged sections including posts, rails, and cables; shall lie with the County.

8. WOOD BOLLARDS AND WIRE ROPE

- 8.1. Responsibility for maintaining in its entirety and replacing any damaged sections including bollards, and wire rope; shall lie with the County.

9. ACCESS GATES

- 9.1. Responsibility for maintaining gates and replacing any damaged sections including fencing and hardware; shall lie with the County.

10. LEGAL RELATIONS AND RESPONSIBILITIES

- 10.1. 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.

- 10.2. 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 STATE, under or in connection with any work, authority or jurisdiction conferred upon STATE arising 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 and other theories or assertions of liability occurring by reason of anything done or omitted to be done by STATE under this Agreement.

- 10.3. 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 and arising 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, 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.

## 11. PREVAILING WAGES:

11.1. 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 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.

11.2. 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

12. SELF-INSURED - COUNTY is self insured. COUNTY agrees to deliver evidence of self-insured coverage in a form satisfactory to STATE, along with a signed copy of the Agreement.

12.1. SELF-INSURED using Contractor - If the work performed under this Agreement is done by COUNTY's contractor(s), COUNTY shall require its contractor(s) 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. Coverage shall be evidenced by a Certificate of Insurance in a form satisfactory to the STATE and shall be delivered to the STATE with a signed copy of this Agreement.

13. 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.

14. 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 SAN MATEO

STATE OF CALIFORNIA  
DEPARTMENT OF TRANSPORTATION

BY

JOHN L. MALTBIE  
County Manager

MALCOLM DOUGHERTY  
Director of Transportation

ATTEST:

BY

Deputy  
County Clerk of the Board

BY

Nader Eshghipour  
Deputy District Director  
Maintenance and Operations  
District 04

APPROVED AS TO FORM:

APPROVED AS TO FORM & PROCEDURE

BY

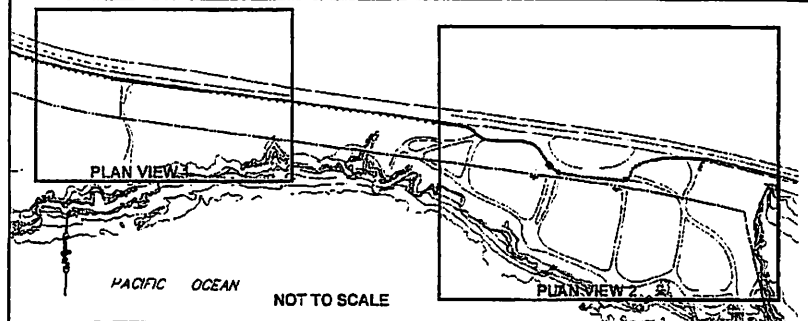
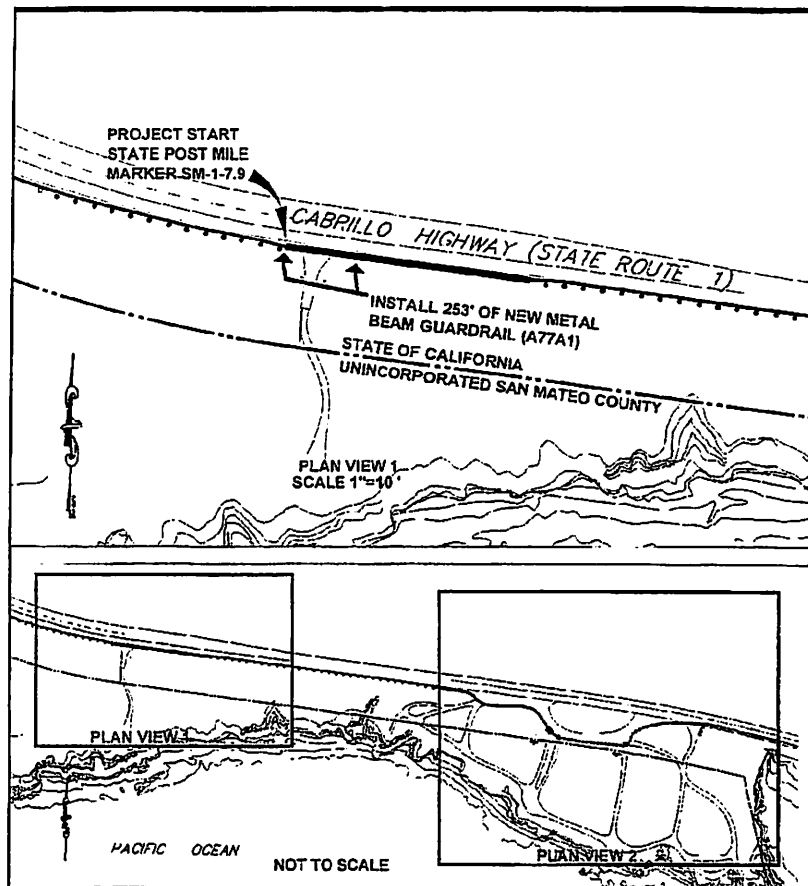
EUGENE WHITLOCK

County Attorney

BY

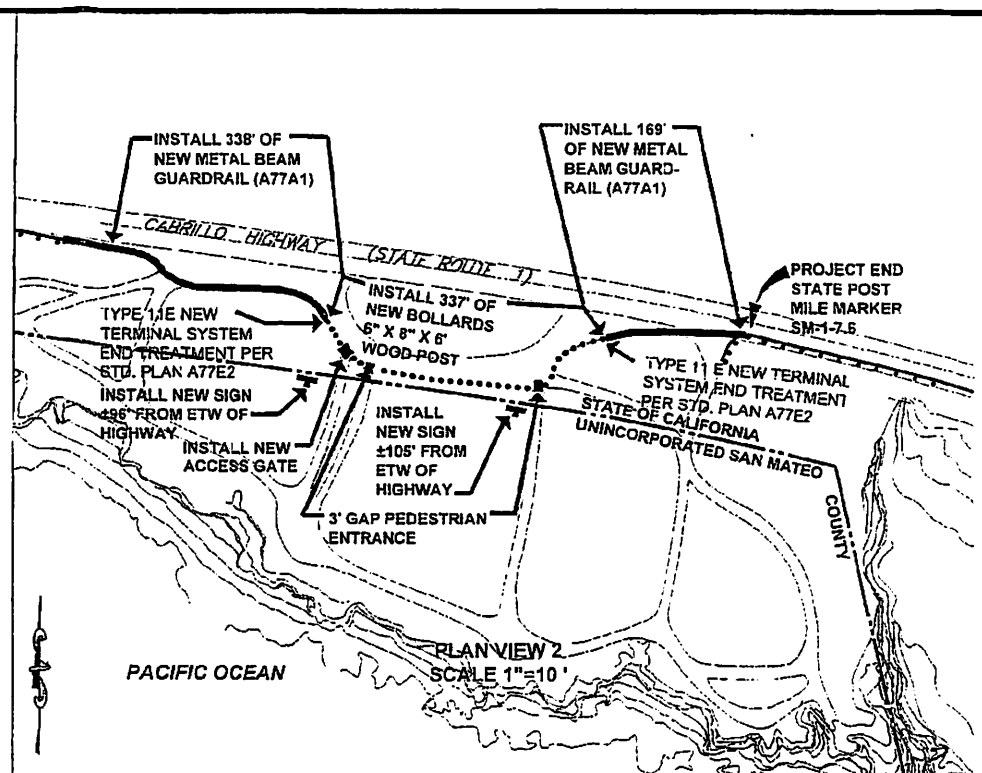
Denise Zeng

Attorney  
Department of Transportation



# **LEGEND ("MBC" - TO BE MAINTAINED BY COUNTY)**

- EXISTING METAL BEAM GUARDRAIL
- NEW METAL BEAM GUARDRAIL (TYPE A77A1) (MBC)
- NEW BOLLARDS INSTALLED 5' ON CENTER (MBC)
- NEW INFORMATIONAL AND REGULATORY SIGNAGE (MBC)
- NEW ACCESS GATE (MBC)
- STATE/COUNTY BOUNDARY



## **NOTES:**

- 1) TERMINAL SYSTEM END TREATMENTS WILL BE REMOVED ON EXISTING GUARD RAILS TO ENSURE PROPER CONNECTION TO NEW GUARD RAIL.
- 2) BOLLARDS WILL BE INSTALLED AT LEAST 20 FEET FROM THE STATE ROUTE 1 SHOULDER.
- 3) TERMINAL SYSTEM END TREATMENTS WILL BE IN ACCORDANCE WITH CALTRANS STANDARD PLAN A77E2.

## **EXHIBIT A**



DESIGNED BY: KL  
CHECKED BY: GT  
DRAWN BY: KL

INSTALLATION OF METAL BEAM GUARDRAIL ALONG HIGHWAY 1  
SOUTH OF PIGEON POINT ROAD

PLAN VIEW

JAMES C. PORTER, DIRECTOR OF PUBLIC WORKS  
SAN MATEO COUNTY

555 COUNTY CENTER, 5TH FLOOR  
REDWOOD CITY, CALIFORNIA 94063-1665

SCALE: AS SHOWN  
DATE: 7/7/2009  
FILE NO: S4865