

COVER SHEET
FOR Exhibit 2 - CALTRANS PROJECT
SPECIFIC MAINTENANCE AGREEMENT

Board Letter Agenda Date: 6/27/23

Board Letter subject line:

Approve of, and Authorization for the Public Works Agency Director or his Designee to Sign a Caltrans Project-Specific Maintenance Agreement for the Rice Avenue / Fifth Street Grade Separation Project; Supervisorial Districts 3 and 5.

**PROJECT SPECIFIC MAINTENANCE AGREEMENT
FOR IMPROVEMENTS IN THE COUNTY OF VENTURA**

THIS AGREEMENT (Maintenance 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 Ventura; hereinafter referred to as "COUNTY" and collectively referred to as "PARTIES".

SECTION I

RECITALS

1. WHEREAS, COUNTY and STATE are in agreement, under Cooperative Agreement Number A-07-5065-A1 (COOPERATIVE AGREEMENT), to grade separate Rice Avenue over the Union Pacific Railroad and State Route 034, located in County of Ventura and City of Oxnard, hereinafter referred to as "PROJECT", and
2. WHEREAS, the northerly two thirds of the overcrossing bridge structure is within the City of Oxnard and the southerly one third is within COUNTY, and
3. WHEREAS, in accordance with the said COOPERATIVE AGREEMENT, it was agreed by PARTIES that prior to or upon PROJECT completion, COUNTY and STATE will enter into this Maintenance Agreement, and
4. WHEREAS, the PARTIES hereto mutually desire to identify the maintenance responsibilities for improvements of PROJECT constructed under the COOPERATIVE AGREEMENT, and
5. This Maintenance Agreement is not meant to replace or supersede the earlier agreement(s).

NOW THEREFORE, IT IS AGREED AS FOLLOWS:

SECTION II

AGREEMENT

6. Exhibit A is a plan drawing that delineates the areas within STATE right of way which are the responsibility of the COUNTY to maintain in accordance with this Maintenance Agreement. Exhibit B is a statement of self-insurance. All are hereby incorporated by this reference.
7. This Maintenance Agreement may be modified only by a mutual, written agreement between the PARTIES.
8. COUNTY must obtain the necessary Encroachment Permits from STATE's District 07 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 OVERCROSSING

- 9.1. STATE will maintain, at STATE expense, the entire structure of any STATE owned vehicular and pedestrian overcrossings of SR 034 below the deck wearing surface.
- 9.2. COUNTY will maintain, as shown in Exhibit A, 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, slope paving, embankment, approach slab 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. LANDSCAPED AREAS - COUNTY is responsible for the maintenance of any plantings or other types of roadside development constructed within STATE's right of way under PROJECT.

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. INSURANCE -

13.1. 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 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 certification of self-insurance letter ("Letter of Self-Insurance"), satisfactory to STATE, certifying that COUNTY meets the coverage requirements of this section. This Letter of Self-Insurance shall also identify the PROJECT and PROJECT location as depicted in EXHIBIT A. COUNTY shall deliver to STATE the Letter of Self-Insurance with a signed copy of this AGREEMENT. A copy of the executed Letter of Self-Insurance shall be attached hereto and incorporated as EXHIBIT B.

13.2. 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 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 Sections 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 VENTURA

STATE OF CALIFORNIA
DEPARTMENT OF TRANSPORTATION

By: _____
Chairmen

Initiated and Approved

By: _____
County Manager

By: _____
Godson Okereke
Deputy District Director
Maintenance District 07

ATTEST:

By: _____
County Clerk

By: _____
City Attorney

**EXHIBIT B - LETTER OF CERTIFICATE OF
COUNTY OF VENTURA
STATEMENT OF SELF INSURANCE**

_____2020

California Department of Transportation
100 South Main Street, MS 03
Los Angeles, CA 90012

ATTN: Godson Okereke, Deputy District Director, Maintenance

COUNTY of VENTURA
Department of Finance

RE: Statement of Self Insurance for the COUNTY of VENTURA "COUNTY"; Related to Project Specific Maintenance Agreement with State of California Department of Transportation ("STATE") for the improvements along Route 34 at Rice Avenue over the Union Pacific Railroad and State Route 034.

Dear Mr. Okereke,

The purpose of this letter is to certify that the COUNTY is self-insured and self-funded covering third-party claims arising out of its general operations (for example, commercial general liability and automobile liability insurance). Further the COUNTY is self-insured covering workers' compensation claims and has received the consent of the State Department of Industrial Relations to do so.

Each fiscal year, as a part of its budgetary process, the COUNTY appropriates funds specifically to satisfy valid third-party claims and workers' compensation claims, which may be brought against the COUNTY.

The COUNTY certifies its self-insured, general liability coverage for bodily injury liability and property damage liability, meets the required coverage amounts in section 13 (INSURANCE) of the Maintenance Agreement, specifically general liability insurance, coverage of bodily injury liability and property damage liability in an amount of \$1 million per occurrence and \$2 million in aggregate and \$5 million in excess. The COUNTY further represents that regarding any claims made in connection with the Maintenance Agreement by the STATE, the STATE will be first-in-line regarding the reserved, self-insured amounts.

If you need any additional information regarding this letter, please direct those inquires through my office.

Sincerely,

Finance Manager