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	Placer County
Permit No	_

AGREEMENT FOR LANDSCAPE MAINTENANCE WITHIN STATE HIGHWAY RIGHT OF WAY ON ROUTE ___ WITHIN THE COUNTY OF PLACER

THIS A	AGR	REEN	1ENT	is	made	and	exec	uted e	ffectiv	ve this	da	ay of			,
											through	•			
Transp	ortat	ion,	hereir	nafte	r ref	erred t	o as	"STA	TE,"	and the	County	of Pl	acer, he	reinaft	ter
referre	d to a	as "C	OUN	TY,	" tog	ether 1	efer	red to	as "PA	ARTIES	".				

WITNESSETH

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RECITALS:

1.	PARTIES desire to work together to allocate their respective obligations relative
	to newly constructed or revised improvements within STATE'S right of way by
	Encroachment Permit Number

2.	This Agreement addresses COUNTY responsibility for the landscaping, planting,
	irrigation systems, litter and weed removal, sidewalks, and drainage (collectively
	the "LANDSCAPING") placed within State Highway right of way on State Route
	, as shown on Exhibit A, attached to and made a part of this Agreement.

Section I

In consideration of the mutual covenants and promises herein contained, COUNTY and STATE agree as follows:

- a) PARTIES have agreed to an allocation of maintenance responsibilities that includes, but is not limited to, inspection, providing emergency repair, replacement, & maintenance, (collectively hereinafter "MAINTAIN/MAINTENANCE") of LANDSCAPING as shown on said Exhibit "A."
- b) When a planned future improvement is constructed and/or a minor revision has been effected with STATE'S consent or initiation within the limits of STATE'S right of way herein described which affects PARTIES' division of maintenance responsibility as described herein, PARTIES will agree upon and provide a new dated and revised Exhibit "A" which will be made a part hereof by an amendment to this Agreement when executed and will thereafter supersede the attached original Exhibit "A" to thereafter become a part of this Agreement.

Section II

COUNTY agrees, at COUNTY expense, to do the following:

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- a) COUNTY shall ensure that LANDSCAPED areas designated on Exhibit "A" are provided with adequate scheduled routine MAINTENANCE necessary to MAINTAIN a neat and attractive appearance.
- b) COUNTY will submit a one-time Encroachment Permit application for routine COUNTY MAINTENANCE functions as required by this Agreement. Individual Encroachment Permits shall be obtained for any substantive repair activities and changes to the scope of work allowed by this Agreement prior to the start of any work within STATE'S right of way.
- c) COUNTY contractors will also obtain Encroachment Permits prior to the start of any work within STATE'S right of way.
- d) To furnish electricity for irrigation system controls, water, and fertilizer necessary to sustain healthy plant growth in perpetuity.
- e) To replace unhealthy or dead plantings when observed or within 30 days when notified by STATE that plant replacement is required.
- f) To prune shrubs, tree plantings, and trees to control extraneous growth and ensure STATE standard lines of sight to signs and corners. Sight distances are always maintained for the safety of the public. A separate Encroachment Permit may be required.
- g) To MAINTAIN, repair and operate the irrigation systems in a manner that prevents water from flooding or spraying onto STATE highway, spraying parked and moving automobiles, spraying pedestrians on public sidewalks/bike paths, or leaving surface water that becomes a hazard to vehicular or pedestrian/bicyclist travel.
- i) To control weeds at a level acceptable to STATE. Any weed control performed by chemical weed sprays (herbicides) shall comply with all laws, rules, and regulations established by the California Department of Food and Agriculture.
- j) To expeditiously repair any STATE facility damage ensuing from COUNTY'S LANDSCAPE presence and, activities, including, but not limited to, damage caused by plants and plant roots and to reimburse STATE for its costs to repair STATE facility damage ensuing from COUNTY'S LANDSCAPE presence and activities should STATE be required to cure a COUNTY default.
- k) To remove LANDSCAPING and appurtenances and restore STATE owned areas to a safe and attractive condition acceptable to STATE in the event this Agreement is terminated as set forth herein.
- 1) To inspect LANDSCAPING on a regular monthly basis to ensure the safe operation and condition of the LANDSCAPING.

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- m) To expeditiously MAINTAIN, replace, repair or remove from service any LANDSCAPING system component that has become unsafe or unsightly.
- n) To MAINTAIN all sidewalks/bike paths within the Agreement limits of STATE highway right of way, as shown on Exhibit A, at COUNTY expense.

 MAINTENANCE includes, but is not limited to, concrete repair, replacement and to grind or patch vertical variations in elevation of sidewalks/bike paths for an acceptable walking and riding surface, and the removal of dirt, debris, graffiti, weeds, and any deleterious item or material on or about sidewalks/bike paths or the LANDSCAPING in an expeditious manner.
- o) To allow random inspection of LANDSCAPING, by a STATE representative.
- p) To keep the entire landscaped area policed and free of litter and deleterious material.
- q) All work by or on behalf of COUNTY will be done at no cost to STATE.

Section III

STATE agrees to do the following:

- a) Provide COUNTY with timely written notice of unsatisfactory conditions that require correction by COUNTY.
- b) Issue Encroachment Permits to COUNTY and COUNTY contractors at no cost to them
- c) Ensure that the costs of relocation, reconstruction or replacement of LANDSCAPING resulting from future public and private projects and encroachment permittees are borne by the parties responsible for these activities that result in the need to relocate, reconstruct or replace the LANDSCAPING.

Section IV

Legal Relations and Responsibilities:

a) Nothing with in the provisions of this Agreement is intended to create duties or obligations to or rights in third parties not parties to this Agreement, or affect the legal liability of either PARTY to this Agreement by imposing any standard of care respecting the design, construction and MAINTENANCE of these STATE

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highway improvements or CITY facilities different from the standard of care imposed by law.

- b) If during the term of this Agreement, COUNTY should cease to MAINTAIN the LANDSCAPING to the satisfaction of STATE as provided by this Agreement, STATE may either undertake to perform that MAINTENANCE on behalf of COUNTY at COUNTY'S expense or direct COUNTY to remove or itself remove LANDSCAPING at COUNTY'S sole expense and restore STATE's right of way to its prior or a safe operable condition. COUNTY hereby agrees to pay said STATE expenses within thirty (30) days of receipt of billing by STATE. However, prior to STATE performing any MAINTENANCE or removing LANDSCAPING, STATE will provide written notice to COUNTY to cure the default and COUNTY will have thirty (30) days within which to effect that cure.
- c) 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 arising under this Agreement. It is understood and agreed that STATE shall fully defend, indemnify and save harmless the COUNTY 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 and other theories or assertions of liability occurring by reason of anything done or omitted to be done by STATE under this Agreement with the exception of those actions of STATE necessary to cure a noticed default on the part of COUNTY.
- d) 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 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.

e) <u>Insurance</u>

COUNTY and their contractors shall 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 of California, its officers, agents and employees as the additional insured in an amount of \$1 million per person and \$2 million in aggregate. Coverage shall be evidenced by a certificate of Insurance in a form satisfactory to Department that shall be delivered to Department with a signed copy of this Agreement.

f) Prevailing Wage Requirements

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Workers employed in the performance of work contracted for by COUNTY, and /or performed under Encroachment Permit, are covered by the prevailing wage provisions of the Labor Code in the same manner as are workers employed by STATE'S contractors. COUNTY shall require its contractors to include prevailing wage requirements in all subcontracts entered into to perform the work mentioned in this Agreement. All of COUNTY'S contracts with their contractors shall include a requirement that contractors and their subcontracts shall include prevailing wage requirements identical to those set forth in this Agreement.

g) Termination

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

h) 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 PARTIES or until terminated by STATE for cause.

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IN WITNESS WHEREOF, PARTIES hereto have set their hands and seals the day and year first above written.

STATE OF CALIFORNIA Department Of Transportation	COUNTY
WILL KEMPTON Director of Transportation	By: COUNTY Executive
By: JODY JONES, District Director	Attest: COUNTY Clerk
Approved as to form and procedure:	* Approved as to form:* Approved as to form and procedure:
Attorney Department of Transportation	Attorney (or Counsel)
Approval by STATE'S Attorney is not required unless which case the draft will be submitted for Headquarter Attorney as to form and procedures.	
Attach Exhibit A: Plan and/or description of improver maintained	ments in the State's right of way to be