



COUNTY OF PLACER
Community Development Resource Agency

John Marin, Agency Director

**ENGINEERING &
SURVEYING**

Wes Zicker, Director

TO: Honorable Board of Supervisors
FROM: Wesley K. Zicker, Director
DATE: August 5, 2008
SUBJECT: CALTRANS LANDSCAPE MAINTENANCE AGREEMENTS

ACTION REQUESTED:

Approve and Authorize Chair to sign the attached resolution that:

1. Authorizes the Community Development Resource Director (or his/her designee) to execute Landscape Maintenance Agreements (LMA) with the California Department of Transportation for County land development projects; and
2. Approves the Placer County-Developer Landscape Maintenance Agreement template, and
3. Authorizes the CDRA Director to execute Landscape Maintenance Agreements with land development project applicants.

BACKGROUND:

As Placer County has approved land development projects that front on State Highways, it has conditioned them to make various improvements in that highway right of way. These improvements have generally been required to bring projects into conformance with the County's General Plan and Community Plans. For example, the Tahoe City Community Plan requires sidewalk and landscape improvements along project frontage on Highway 89 and 28. In the past the County has required the applicant to obtain an encroachment permit from Caltrans to construct the improvements.

The one exception to this has been an agreement with Caltrans dated September 29, 1987. In that agreement the County agreed to accept the responsibility for maintenance of developer installed landscaping in the right of way for Highway 49 in Auburn. In turn the agreement recognized the County's ability to transfer those duties to landowners as part of a discretionary approval.

The California Department of Transportation has recently informed Placer County of changes in its business relationship with all City and County jurisdictions statewide. Caltrans has determined that it will no longer succeed to the maintenance responsibilities for non-essential project improvements constructed within a State Right of Way as a result of project approval by a local jurisdiction. Non-essential improvements identified by Caltrans include landscaping, irrigation, sidewalks, lighting, project signage, storm water treatment facilities that are not part of

the highway drainage system, or any other improvements not required by Caltrans to gain vehicular access to a state highway.

Current and future development projects under review by Placer County that would require approval of an Encroachment Permit from Caltrans would not receive approval unless Placer County executes a LMA for each project. A sample Caltrans LMA is attached as Exhibit 1 to the Resolution. Each LMA would specify that the County accepts responsibility and liability for maintenance and repair of all non-essential project improvements located within the State Right of Way, and that any repair requests from Caltrans would be performed in accordance with the agreement. Staff proposes that the County undertake these responsibilities only upon execution of an agreement with the property owner/applicant to pass those duties on to the land development project.

This second agreement with the property owner/applicant is necessary because Caltrans does not enter into three party agreements with a developer or property owner. Caltrans does not object to the County's right to negotiate LMAs with a project developer to transfer the maintenance responsibilities to the developer.

Included as Exhibit 2 to the Resolution is a proposed template for County/Developer Landscape Maintenance Agreement to be executed with each discretionary land development project, as described above. The proposed LMA is crafted to reflect the legal rights, duties, obligations, and liabilities identified in the Caltrans LMA.

Notification to the County by Caltrans that a LMA would be required for a specific project may occur at any time during the County's development review process, but typically occurs during the review of project Improvement Plans. County staff will bring this issue to the project applicant's attention during pre-development meetings. The County would require the project proponent to execute a County Standard LMA prior to approval of Improvement Plans. Following execution of that LMA, the County would execute a LMA with Caltrans.

Prior to acceptance of a County approved LMA, Caltrans requires that the County provide proof of maintenance of a policy of general liability insurance that names the State of California, its officers, agents, and employees as the additional insured in the amount of one million dollars per person and two million dollars in aggregate. Commensurate insurance to the County would be required of each land development project.

The proposed County/Developer LMA requires a commitment for funding the required maintenance and repair costs. As an option, the developer and the County may agree to form a Zone of Benefit under the existing County wide CSA to provide funding for this work. This option would most likely be utilized by subdivision projects where a CSA is already required for funding of other improvements. Any CSA funding would follow the County's normal process for formation of a Zone of Benefit, including Board approval of any assessments.

LMAs are typically accepted by Caltrans following approval of a Board of Supervisors Resolution authorizing a project specific LMA proposal. However, Caltrans has agreed that the Board may appoint a designee to execute LMAs on its behalf. Staff proposes that the Director

of the Community Development Resources Agency be appointed as that person for all land development projects. The Director may choose to delegate that responsibility to other staff such as the Planning Director or the Director of Engineering and Surveying. This appointment by the Board will reduce the number of agreements requiring separate Board action.

ENVIRONMENTAL CLEARANCE:

This action is not a project as defined by Section 15378 of the California Environmental Quality Act (CEQA) Guidelines and is exempt from CEQA requirements.

FISCAL IMPACT:

None

Respectfully submitted,



Wesley K. Zicker, Director
Engineering and Surveying Department

Attached to this report for the Board's information/consideration are:

ATTACHMENT:

Resolution relating to management of improvements within Caltrans rights-of-way, which includes:

- Exhibit (1) the template Contract between the County and Caltrans and
- Exhibit (2) the template for agreements between the County and private landowners.

Before the Board of Supervisors County of Placer, State of California

In the matter of:

A RESOLUTION RELATING TO
MAINTENANCE OF IMPROVEMENTS IN
CALTRANS RIGHTS-OF-WAY.

Resolution No.: _____
FIRST READING: _____

The following Resolution was duly passed by the Board of Supervisors of the County of Placer at a regular meeting held _____; by the following vote on roll call:

Ayes:

Noes:

Absent:

Signed and approved by me after its passage.

Attest:

Clerk of said Board

Chairman, Board of Supervisors

Ann Holman

Jim Holmes

BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE COUNTY OF PLACER, STATE OF CALIFORNIA, AS FOLLOWS:

WHEREAS, on a statewide basis the California Department of Transportation (Cal Trans) now requires that local governments enter into a standard agreement when such jurisdictions require private development projects to improve areas within Cal Trans rights-of-way; and

WHEREAS, the County of Placer believes it to be in the best interest of the public to continue to allow its staff to have the option of conditioning projects to require improvements within Cal Trans rights -of-way areas; and

WHEREAS, the County of Placer believes it to be in the public interest to transfer the responsibility of the improvements within Cal Trans rights-of-way areas to the property owner(s) who sought the entitlement which triggered the requirement, and subsequent owners of such entitlements through an Agreement between the County and the private property owners; and

WHEREAS, it is most efficient for the County if the Director of the Community Development Resources Agency, or his or her designee, executes said agreements.

NOW, THEREFORE, BE IT RESOLVED, that the County shall continue to condition projects to require improvements within Caltrans rights-of-way when the County has determined a public need to do so; and

BE IT FURTHER RESOLVED, that the Director of the Community Development Resources Agency, or his or her designee, shall have the authority to enter into the agreements that are now required by Caltrans relating to such improvements on behalf of the County as attached hereto as Exhibit A; and

BE IT FURTHER RESOLVED, that the County will use the contract template as attached hereto as Exhibit B, or an agreement that is substantially similar upon review by County Counsel, for agreements with private landowners who are conditioned to improve Cal Trans property; and

BE IT FURTHER RESOLVED, that the director of the Community Development Resources Agency, or his or her designee, shall have the authority to enter into these Agreements with landowners on behalf of the county.

Exhibit A: Example Caltrans Landscape Maintenance Agreement

Exhibit B: Template for County Landscape Maintenance Agreement

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

THIS AGREEMENT is made and executed effective this ____ day of _____, 200_, by and between the State of California, acting through its Department of Transportation, hereinafter referred to as "STATE," and the County of Placer, hereinafter referred to as "COUNTY," together referred to as "PARTIES".

WITNESSETH

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:

EXHIBIT A

- 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.
- l) To inspect LANDSCAPING on a regular monthly basis to ensure the safe operation and condition of the LANDSCAPING.

- 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

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) Insurance
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

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.

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 changes are made to this form, in which case the draft will be submitted for Headquarters' review and approval by STATE'S Attorney as to form and procedures.

Attach Exhibit A: Plan and/or description of improvements in the State's right of way to be maintained

**AGREEMENT FOR LANDSCAPE MAINTENANCE
FOR (INSERT NAME(S) OF ALL STATE HIGHWAYS PROJECT WILL PLACE
OR CONSTRUCT IMPROVEMENTS WITHIN) WITHIN THE COUNTY OF
PLACER**

**INSERT PROJECT NAME and Design Review file number,
Subdivision/Conditional Use Permit number, or Improvement Plan file
number (if no entitlement is required) here:**

THIS AGREEMENT is made and executed effective this _____ day of _____, 200__, by and between the County of Placer, a political subdivision of the State of California, hereinafter referred to as "COUNTY," and (insert name of project developer), a _____ (insert state of incorporation/organization and entity type) _____ hereinafter referred to as "OWNER," together referred to as "PARTIES".

WHEREAS, PARTIES desire to work together to allocate their respective obligations relative to newly constructed or revised improvements within STATE'S right of way by of (*Insert Design Review Agreement file number or Improvement Plan file number if no Design Review Agreement*).

WHEREAS Owner is the owner of certain real property located at (*street address*) in Placer County, State of California, Assessor's Parcel No. _____, and legally described and shown on "Exhibit A" of this AGREEMENT, known herein as the "PROPERTY".

WHEREAS, OWNER'S "MAINTENANCE RESPONSIBILITIES" are described and/or illustrated in "Exhibit B", attached hereto and made a part of this AGREEMENT.

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

1. OWNER shall have all maintenance responsibilities that include, but are not limited to, inspection, providing emergency repair, replacement, and maintenance, (collectively hereinafter "MAINTAIN/MAINTENANCE") as described in Exhibit B and also agrees to assume the COUNTY responsibilities as described within the Agreement between the County and the State Department of Transportation, herein attached and included as Exhibit "C.")
2. If OWNER ceases to MAINTAIN the MAINTENANCE RESPONSIBILITIES to the satisfaction of COUNTY as provided by this AGREEMENT, COUNTY may either undertake to perform that MAINTENANCE on behalf of OWNER at OWNER'S expense or direct OWNER to remove improvements, or may itself remove at OWNER'S sole expense,

improvements as described in Exhibit B and restore STATES'S right of way to its prior or a safe operable condition, as determined at COUNTY'S sole and absolute discretion. Should the County be compelled to complete the work because of the failure or refusal of OWNER to do so, OWNER hereby expressly consents and agrees to allow the County access to and entry upon the property owned and/or controlled by OWNER consisting of the PROPERTY and any other necessary property interest. The right of entry provided by this Agreement shall extend to the COUNTY 'S contractors, agents, designees, and employees to the full extent necessary to complete the work. OWNER hereby agrees to pay said COUNTY expenses within thirty (30) days of receipt of billing by COUNTY. However, prior to COUNTY performing any MAINTENANCE or removing LANDSCAPING, COUNTY will provide written notice to OWNER to cure the default and OWNER will have thirty (30) days within which to affect that cure. Should OWNER renege on repayment of expenses incurred by COUNTY for performance of MAINTENANCE required by OWNER or any other obligation under this Agreement, PARTIES agree that COUNTY may use any available legal remedy to recover costs of MAINTENANCE, including placement of a property lien and/or other encumbrance and/or formation of a financing entity as described in Paragraph 4 herein. Any action taken under this provision must be consistent with the conditions of approval applicable to the PROPERTY.

3. OWNER waives for itself and its successors and assigns any objection and/or protest to the formation of a County Service Area, assessment district, special district or other financing mechanism whose sole or partial purpose is the collection of fees or other charges for the purposes of performing the obligations of OWNER as contained herein, and the institution and collection of said monies pursuant thereto. In the event any such district is formed and assessments are actually imposed, the parties agree mutually, if so requested in writing by COUNTY, to terminate this Agreement and to record a release of this Agreement in the Official Records of Placer County.
4. This Agreement shall be recorded against the PROPERTY and shall constitute an equitable servitude thereon in accordance with California Civil Code Section 1468. OWNER consents to the recording of this Agreement in the Official Records of COUNTY against any and all parcels subject to this Agreement. OWNER agrees to notify any successor owner of the existence of this Agreement and the terms and conditions hereof.
5. This AGREEMENT may be terminated by mutual written consent by the PARTIES. In the event of default by OWNER or the COUNTY's written determination that this Agreement is no longer in the public interest, COUNTY shall have the right at its sole and absolute discretion to terminate this AGREEMENT.

6. 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 as provided for herein.
7. This Agreement is the result of the joint efforts and negotiations of PARTIES hereto. The PARTIES agree that this Agreement shall be interpreted as though each of the PARTIES participated equally in the composition of this Agreement and each and every part of it. The PARTIES agree that each has been afforded the opportunity to consult with the attorney of its choosing prior to execution hereof. This Agreement constitutes the full written agreement of the PARTIES, and no agreements or understandings not set forth herein shall be recognized. This Agreement may be modified only in writing executed by the PARTIES hereto. The person(s) signing this Agreement on behalf of OWNER each warrants and represents that he or she has the authority to execute this Agreement on behalf of OWNER and to bind OWNER to the terms and conditions stated herein.
8. In the event County exercises its right of entry pursuant to Section 3 herein, or in any other action related to the PROPERTY, OWNER hereby agrees to protect, defend, indemnify, and hold COUNTY free and harmless from any and all losses, claims, liens, demands, and causes of action of every kind and character including, but not limited to, the amounts of judgments, penalties, interest, court costs, legal fees, and all other expenses incurred by COUNTY arising in favor of any party, including claims, liens, debts, personal injuries, death, or damages to property (including employees or property of the COUNTY) and without limitation by enumeration, all other claims or demands of every character occurring or in any way incident to, in connection with or arising directly or indirectly out of, this Agreement. OWNER agrees to investigate, handle, respond to, provide defense for and defend with counsel acceptable to COUNTY any such claims, demand, or suit at the sole expense of the OWNER. OWNER also agrees to bear all other costs and expenses related thereto, even if the claim or claims alleged are groundless, false, or fraudulent. This provision is not intended to create any cause of action in favor of any third party against OWNER or the COUNTY or to enlarge in any way the OWNERS' liability, but is intended solely to provide for indemnification of COUNTY from liability for damages or injuries to third persons or property arising from OWNER'S performance pursuant to this Agreement.
9. This Agreement is subject to the laws and jurisdiction of the State of California. Initial venue for any legal proceeding brought in conjunction with this Agreement shall be the Superior Court of the County of Placer,

State of California. Each party waives any federal court removal and/or original jurisdiction rights it may have.

10. HOLD HARMLESS AND INDEMNIFICATION AGREEMENT

- a) The OWNER shall save, keep, hold harmless, defend, and indemnify PLACER COUNTY from all damages, costs, or expenses in law or equity that may at any time arise or be set up because of damages to property or personal injury received by reason of or in the course of performing work which may be occasioned by any willful or negligent act or omissions of the OWNER, any of the OWNER'S employees, or any subcontractors.
- b) The OWNER shall be responsible for any liability imposed by law and for death, injury, or damage to property of any person including, but not limited to, workmen, subcontractors, and the public, resulting from any cause whatsoever during the progress of the work or at any time before its completion and final acceptance.
- c) If any judgment is rendered against PLACER COUNTY for any injury, death, or damage caused by OWNER as a result of work performed or completed, pursuant to this agreement, OWNER shall, at its own expense, satisfy and discharge any judgment. As used above, the term PLACER COUNTY means PLACER COUNTY, its officers, agents, employees, and volunteers.

11. INSURANCE:

- a) OWNER shall file with the COUNTY concurrently herewith a Certificate of Insurance, in companies acceptable to COUNTY, with a Best's Rating of no less than A:VII showing.
- b) WORKER'S COMPENSATION AND EMPLOYERS LIABILITY INSURANCE:
 - i) Worker's Compensation Insurance shall be provided as required by any applicable law or regulation. Employer's liability insurance shall be provided in amounts not less than one million dollars (\$1,000,000) each accident for bodily injury by accident, one million dollars (\$1,000,000) policy limit for bodily injury by disease, and one million dollars (\$1,000,000) each employee for bodily injury by disease.
 - ii) If there is an exposure of injury to PROVIDER'S employees under the U.S. Longshoremen's and Harbor Worker's Compensation Act, the Jones Act, or under laws, regulations, or statutes applicable to maritime employees, coverage shall be included for such injuries or claims.
 - iii) Each Worker's Compensation policy shall be endorsed with the following specific language:
 - iv) Cancellation Notice - "This policy shall not be canceled or materially changed without first giving thirty (30) days prior written notice to the County of Placer."
 - v) OWNER shall require all CONTRACTORS and SUBCONTRACTORS to maintain adequate Workers' Compensation insurance. Certificates of Workers' Compensation shall be filed forthwith with the County upon demand.

- c) GENERAL LIABILITY INSURANCE:
- i) Comprehensive General Liability or Commercial General Liability insurance covering all operations by or on behalf of OWNER, providing insurance for bodily injury liability and property damage liability for the limits of liability indicated below and including coverage for:
 - (1) Products and completed operations;
 - (2) Contractual liability insuring the obligations assumed by OWNER in this Agreement; and
 - (3) Broad form property damage (including completed operations)
 - (i) Except with respect to bodily injury and property damage included within the products and completed operations hazards, the aggregate limits, where applicable, shall apply separately to OWNER'S work under the Contract.
 - ii) One of the following forms is required:
 - iii) Comprehensive General Liability;
 - iv) Commercial General Liability (Occurrence); or
 - v) Commercial General Liability (Claims Made).
 - vi) If OWNER carries a Comprehensive General Liability policy, the limits of liability shall not be less than a Combined Single Limit for bodily injury, property damage, and Personal Injury Liability of:
 - (a) One million dollars (\$1,000,000) each occurrence
 - (b) One million dollars (\$1,000,000) aggregate
 - vii) If OWNER carries a Commercial General Liability (Occurrence) policy:
 - viii) The limits of liability shall not be less than:
 - (a) One million dollars (\$1,000,000) each occurrence (combined single limit for bodily injury and property damage)
 - (b) One million dollars (\$1,000,000) for Products Completed Operations
 - (c) One million dollars (\$1,000,000) General Aggregate
 - ix) If the policy does not have an endorsement providing that the General Aggregate Limit applies separately, or if defense costs are included in the aggregate limits, then the required aggregate limits shall be two million dollars (\$2,000,000).
 - x) Special Claims Made Policy Form Provisions:
 - (i) OWNER shall not provide a Commercial General Liability (Claims Made) policy without the express prior written consent of COUNTY, which consent, if given, shall be subject to the following conditions:
 - xi) The limits of liability shall not be less than:
 - (a) One million dollars (\$1,000,000) each occurrence (combined single limit for bodily injury and property damage)
 - (b) One million dollars (\$1,000,000) aggregate for Products Completed Operations
 - (c) One million dollars (\$1,000,000) General Aggregate

- xii) The insurance coverage provided by OWNER shall contain language providing coverage up to six (6) months following the completion of the contract in order to provide insurance coverage for the hold harmless provisions herein if the policy is a claims-made policy.

d) **ENDORSEMENTS:**

Each Comprehensive or Commercial General Liability policy shall be endorsed with the following specific language:

- i) "The County of Placer, its officers, agents, employees, and volunteers are to be covered as insured for all liability arising out of the operations by or on behalf of the named insured in the performance of this Agreement."
- ii) "The insurance provided by the Owner, including any excess liability or umbrella form coverage, is primary coverage to the County of Placer with respect to any insurance or self-insurance programs maintained by the County of Placer and no insurance held or owned by the County of Placer shall be called upon to contribute to a loss."
- iii) "This policy shall not be canceled or materially changed without first giving thirty (30) days' prior written notice to the County of Placer."

e) **AUTOMOBILE LIABILITY INSURANCE:**

- (1) Automobile Liability insurance covering bodily injury and property damage in an amount no less than one million dollars (\$1,000,000) combined single limit for each occurrence.
- ii) Covered vehicles should include owned, non-owned, and hired automobiles/trucks.

12. Any notices provided pursuant to this Agreement shall be provided by personal delivery or by U.S. Mail to the following addresses:

If to OWNER

If to County

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

COUNTY OF PLACER

OWNER

(Insert name of County Officer and Title)

By:

Owner or Owner's Authorized Representative
(Notary acknowledgement required for each signature)

By: _____

Approved as to form:

* Approved as to form:
* Approved as to form and procedure:

County Counsel
County of Placer

Attorney (or Counsel)

Approval by COUNTY'S Attorney is not required unless changes are made to this form, in which case the draft will be submitted for County review and approval by COUNTY'S Attorney as to form.

Attach the following

- EXHIBIT "A" Plan and/or other description of the improvements to be maintained under this agreement**
- EXHIBIT "B" Description of Landscape Maintenance Responsibilities**
- EXHIBIT "C" Caltrans/County Landscape Maintenance Agreement**