



SAN RAFAEL CITY COUNCIL AGENDA REPORT

Department: Public Works

**Prepared by: Bill Guerin,
Director of Public Works**

City Manager Approval: _____

TOPIC: CALTRANS MAINTENANCE AGREEMENT

SUBJECT: RESOLUTION APPROVING AND AUTHORIZING THE CITY MANAGER TO EXECUTE A PROJECT SPECIFIC MAINTENANCE AGREEMENT WITH THE STATE OF CALIFORNIA DEPARTMENT OF TRANSPORTATION (CALTRANS) FOR MAINTENANCE OF PORTIONS OF FRANCISCO BOULEVARD EAST WITHIN STATE RIGHT-OF-WAY

RECOMMENDATION: Adopt the resolution.

BACKGROUND: In October 2016, Caltrans and the Bay Area Toll Authority (BATA) entered into an agreement for the installation of a bicycle and pedestrian pathway along Francisco Boulevard East from the I-580 westbound off-ramp at San Quentin to the intersection of Grange Avenue. This pathway will connect the recently completed bicycle pathway located on the upper deck of the Richmond-San Rafael Bridge to the Starkweather Park shoreline path. With Phase 1 construction of the Francisco Boulevard East pathway nearly complete, Caltrans desires to define roles and responsibilities for the maintenance of the pathway as well as maintenance of the City roadway that will partially be constructed within State right-of-way.

While local streets are built within State right-of-way to allow public access to the freeway system, Caltrans typically does not maintain these streets. Maintenance roles and responsibilities are therefore transferred to local municipalities utilizing maintenance agreements. The portion of Francisco Boulevard East within Caltrans right-of-way requires such a maintenance agreement, in this case a Project Specific Maintenance Agreement (PSMA).

ANALYSIS: City maintenance responsibilities for roadway improvements on Francisco Boulevard East will include the roadway, curbs, sidewalks, drainage facilities, street lighting, landscaping, and debris removal, among other minor work (Attachment 2). Caltrans will retain responsibility for maintenance of the freeway itself.

FISCAL IMPACT: Routine maintenance items, such as cleaning of storm drain basins or graffiti removal, can be performed in-house by Public Works staff at minimal to no additional expense.

Other maintenance expenses associated with the proposed PSMA will vary from year to year, depending on the nature of the work to be performed. It is anticipated that most of these

FOR CITY CLERK ONLY

File No.:

Council Meeting:

Disposition: Resolution

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expenses associated with the PSMA will be paid for from Gas Tax Funds (fund no. 206), unless other grant funding becomes available.

OPTIONS: The City Council has the following options to consider relating to this matter:

1. Adopt a resolution authorizing the City Manager to execute a Project Specific Maintenance Agreement with the State of California for maintenance of roadway features on portions of Francisco Boulevard East.
2. Do not adopt a resolution and provide further direction to staff.

RECOMMENDED ACTION: Adopt the resolution.

ATTACHMENT:

1. Resolution
2. Project Specific Maintenance Agreement relating to Francisco Boulevard East with Exhibit A

RESOLUTION NO. _____

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SAN RAFAEL APPROVING AND AUTHORIZING THE CITY MANAGER TO EXECUTE A PROJECT SPECIFIC MAINTENANCE AGREEMENT WITH THE STATE OF CALIFORNIA DEPARTMENT OF TRANSPORTATION (CALTRANS) FOR MAINTENANCE OF PORTIONS OF FRANCISCO BOULEVARD EAST WITHIN STATE RIGHT-OF-WAY

WHEREAS, the California Department of Transportation (“Caltrans”), generally does not maintain local city streets within State right-of-way; and

WHEREAS, portions of local street Francisco Boulevard East within State right-of-way will be improved with new roadway features requiring maintenance; and

WHEREAS, Caltrans is requiring the City of San Rafael to maintain those roadway infrastructure elements as more fully described in the proposed Project Specific Maintenance Agreement attached to the Staff Report to the City Council for this resolution; and

WHEREAS, the City and Caltrans agree that the City will perform maintenance as described in the Project Specific Maintenance Agreement;

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF SAN RAFAEL RESOLVES as follows:

1. The City Council hereby approves and authorizes the City Manager to execute the Project Specific Maintenance Agreement with the State of California Department of Transportation for maintenance of portions of Francisco Boulevard East within State right-of-way, subject to final approval as to form by the City Attorney.
2. The Director of Public Works is hereby authorized to take any and all such actions and make changes as may be necessary to accomplish the purpose of this resolution.

I, **LINDSAY LARA**, Clerk of the City of San Rafael, hereby certify that the foregoing resolution was duly and regularly introduced and adopted at a regular meeting of the City Council of said City on the 3rd day of February 2020, by the following vote, to wit:

AYES: COUNCILMEMBERS:

NOES: COUNCILMEMBERS:

ABSENT: COUNCILMEMBERS:

LINDSAY LARA, City Clerk

Memorandum

*Making Conservation
a California Way of Life*

To: HUNTER YOUNG
ASSISTANT PUBLIC WORKS DIRECTOR
CITY ENGINEER

Date: January 2, 2020

File: 04- MRN-580-PM 2.7-3

From: WADDAH AL-ZIREENI
District Branch Chief
Office of Maintenance Services

Subject: MAINTENANCE AGREEMENT

Attached are four (4) copies of the Project Specific Maintenance Agreement within State Highway Right of Way on Route 580 within the City of San Rafael. Please return the following to our office:

- a. Three copies of each agreement with original signatures and City's seal affixed.
- b. An original or certified copy of the City's resolution approving the agreement and authorizing its execution.

After signature by the appropriate State official, you will be sent a fully executed original agreement.

If you have any questions, please call me at (510) 286-4443.

Sincerely,



Waddah Al-Zireeni
District Branch Chief
Office of Maintenance Services

Attachment: 4 copies of PSMA

**PROJECT SPECIFIC MAINTENANCE AGREEMENT
WITH CITY OF SAN RAFAEL**

THIS 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 City of San Rafael; hereinafter referred to as "CITY" and collectively referred to as "PARTIES".

SECTION I

RECITALS

1. WHEREAS, Bay Area Toll Authority, referred to as "BATA"," will construct a bicycle and pedestrian path, , herein referred to as "PATH," and other related facilities, herein referred individually as "FACILITY" and collectively as the "FACILITIES"," in accordance with Agreement 04-2633 dated October 26, 2016 between STATE and BATA along State Route (SR) 580, hereinafter referred to as "PROJECT", and
2. WHEREAS, the FACILITIES, are located within CITY limits, and partly within STATE's right of way, along Francisco Boulevard East. The limits of the FACILITIES encroachment into STATE right of way are shown in Exhibit A attached hereto and incorporated herein by reference; and
3. WHEREAS, in accordance with BATA's PROJECT negotiations , it was agreed by PARTIES that prior to or upon PROJECT completion, CITY and STATE will enter into a Maintenance Agreement, and
4. WHEREAS, the PARTIES hereto mutually desire to identify the maintenance responsibilities for improvements of PROJECT constructed under the Cooperative Agreement Number 04-2633, and
5. WHEREAS there is an existing Freeway Maintenance Agreement(s), this agreement is not meant to replace or supersede the earlier agreement(s).

NOW THEREFORE, IT IS AGREED AS FOLLOWS:

SECTION II

AGREEMENT

6. The degree or extent of maintenance work to be performed, and the standards therefore, shall be in accordance with the provisions of Section 27

of the Streets and Highways Code and the then current edition of the State Maintenance Manual.

7. Exhibit A consists of plan drawings that delineate the areas within STATE right of way which are the responsibility of the CITY to maintain in accordance with this Maintenance Agreement.
8. If there is mutual agreement on the change in the maintenance duties between PARTIES, the PARTIES can revise the Exhibit A by a mutual written-execution of the exhibit.
9. CITY must obtain the necessary Encroachment Permits from STATE's District 04 Encroachment Permit Office prior to entering STATE right of way to perform CITY maintenance responsibilities. This permit will be issued at no cost to CITY.
10. CITY agrees to continue their control and maintenance of each of the affected, relocated or reconstructed CITY streets as delineated on Exhibit A.
11. Except as otherwise agreed herein, STATE agrees to continue control and maintenance of those portions adopted as a part of SR 580 Freeway proper as delineated on Exhibit A.
12. CITY shall maintain, at CITY's expense, both PATH and FACILITY adjacent to Francisco Boulevard East, as shown in Exhibit A.
13. CITY shall not, at any time, use or permit the any party to use FACILITIES in any manner that will interfere with or impair the highway transportation use of STATE's right of way.
14. Should CITY desire to improve FACILITIES within the STATE's right of way, CITY shall first obtain the necessary Encroachment Permit from the STATE.
15. If there is mutual agreement on the change in the maintenance duties between PARTIES, the PARTIES can revise Exhibit A by execution of a mutually-agreed written amendment of this Agreement.
16. CITY and STATE agree to accept their respective operational and maintenance responsibilities and related and respective associated costs thereof; and, in the event that the jurisdictional boundaries change, the PARTIES may amend this Agreement to reflect those changes prospectively.
17. Rights granted to CITY under this agreement are restricted to operational maintenance duties pertaining to the licensed passage over the PATH by pedestrians, pets, and bicyclists and FACILITY. Any other use or presence by

CITY requires a separate encroachment permit issued by the STATE. No motor driven vehicles shall be permitted on the PATH except those operated by STATE and CITY, or contractor's working for CITY, to perform these described maintenance duties.

18. In addition to the foregoing, the maintenance functions for CITY is responsible for, at CITY's expense, are as follows:
- 18.1. PAVEMENT MAINTENANCE - CITY shall provide for PATH pavement and curb repair and replacement, crack sealing, pothole patching, pavement resurfacing, and emergency pavement maintenance as a result of normal wear and tear and public use.
 - 18.2. LITTER, DEBRIS AND GRAFFITI - CITY is responsible for maintaining the FACILITIES within its jurisdiction, including those shown in Exhibit A, in a condition free of litter, debris and graffiti. Litter, debris, and graffiti includes, but is not limited to, all sand, paper, garbage, refuse, and other items resulting from public access.
 - 18.3. SIGNS - CITY shall be responsible for the maintenance of signage on or immediately adjacent to PATH for the purpose of warning or regulating PATH traffic, including roadside, flashing beacons, and advisory signs.
 - 18.4. STRIPING AND PAVEMENT MARKINGS - CITY shall maintain all striping and pavement markings required for the operation of FACILITIES, including curb paint.
 - 18.5. LIGHTING AND ELECTRICAL - CITY shall be responsible for the maintenance, repair and replacement of damaged or malfunctioning electrical installations required for public safety. CITY will maintain and pay 100% of maintenance and operations costs related to lighting and electrical FACILITIES.
 - 18.6. SAFETY DEVICES - CITY shall be responsible for the maintenance, repair, replacement and cleaning of safety devices located within FACILITIES, including, but not limited to gates, fences, and pedestrian barricades.
 - 18.7. LANDSCAPING AND GARBAGE COLLECTION - CITY shall be responsible for all landscaping, irrigation, and garbage collection services at FACILITIES. CITY shall provide adequate scheduled routine maintenance necessary to maintain a neat and attractive appearance and to prune shrubs, tree plantings, and trees to control extraneous growth and ensure standard lines of sight to signs and corner sight distances are always maintained for the safety of the public. CITY shall furnish electricity for irrigation system controls, water,

and fertilizer necessary to sustain healthy plant growth during the entire life of this Agreement. CITY shall control weeds and repair and operate the irrigation systems in a manner that prevents water from 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.

18.8. DRAINAGE FACILITY - CITY shall maintain FACILITY in designated areas shown in Exhibit A, at CITY expense; including but not limited to: concrete V ditch, drainage inlets, vegetated swales, concrete collars, plastic pipes.

18.9. FENCING – STATE shall maintain fencing adjacent to STATE right of way line at STATE's cost.

19. LEGAL RELATIONS AND RESPONSIBILITIES

19.1. 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.

19.2. Neither CITY 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 CITY 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.

19.3. 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 CITY under or in connection with any work, authority or jurisdiction conferred upon CITY under this Agreement. It is understood and agreed that CITY 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 CITY under this Agreement.

20. PREVAILING WAGES:

20.1. Labor Code Compliance- If the work performed under this Agreement is done under contract and falls within the Labor Code section 1720(a)(1) definition of a "public works" in that it is construction, alteration, demolition, installation, or repair; or maintenance work under Labor Code section 1771. CITY 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. CITY agrees to include prevailing wage requirements in its contracts for public works. Work performed by CITY'S own forces is exempt from the Labor Code's Prevailing Wage requirements.

20.2. Requirements in Subcontracts - CITY 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 CITY's contracts

21. SELF-INSURED - CITY is self insured. CITY agrees to deliver evidence of self-insured coverage providing general liability insurance, 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 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.

21.1. SELF-INSURED using Contractor - If the work performed on this Project is done under contract CITY shall require its contractors 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 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.

22. TERMINATION - This Agreement may be terminated by timely mutual written consent by PARTIES, and CITY's failure to comply with the provisions of this Agreement may be grounds for a Notice of Termination by STATE.

23. 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.

THE CITY OF SAN RAFAEL

STATE OF CALIFORNIA
DEPARTMENT OF TRANSPORTATION

By: _____
GARY O. PHILIPS,
Mayor

TOKS OMISHAKIN
Director of Transportation

Initiated and Approved

By: _____
JIM SCHUTZ,
City Manager

By: _____
DAVID AMBUEHL
Deputy District Director
Maintenance District

ATTEST:

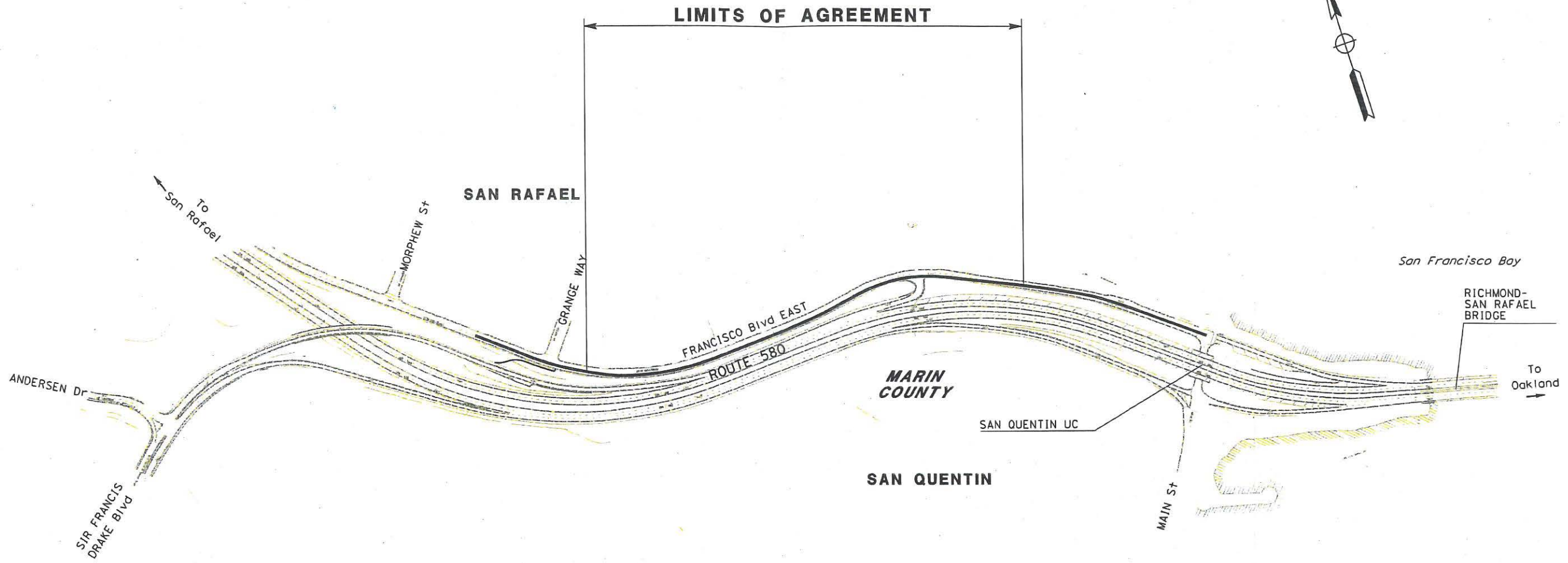
By: _____
LINDSAY LARA
City Clerk

As to Form and Procedure:

By:  _____
Attorney
Department of Transportation

I-580 RICHMOND-SAN RAFAEL BRIDGE ACCESS IMPROVEMENT PROJECT EXHIBIT A (SHEET 1 OF 4) LOCATION MAP

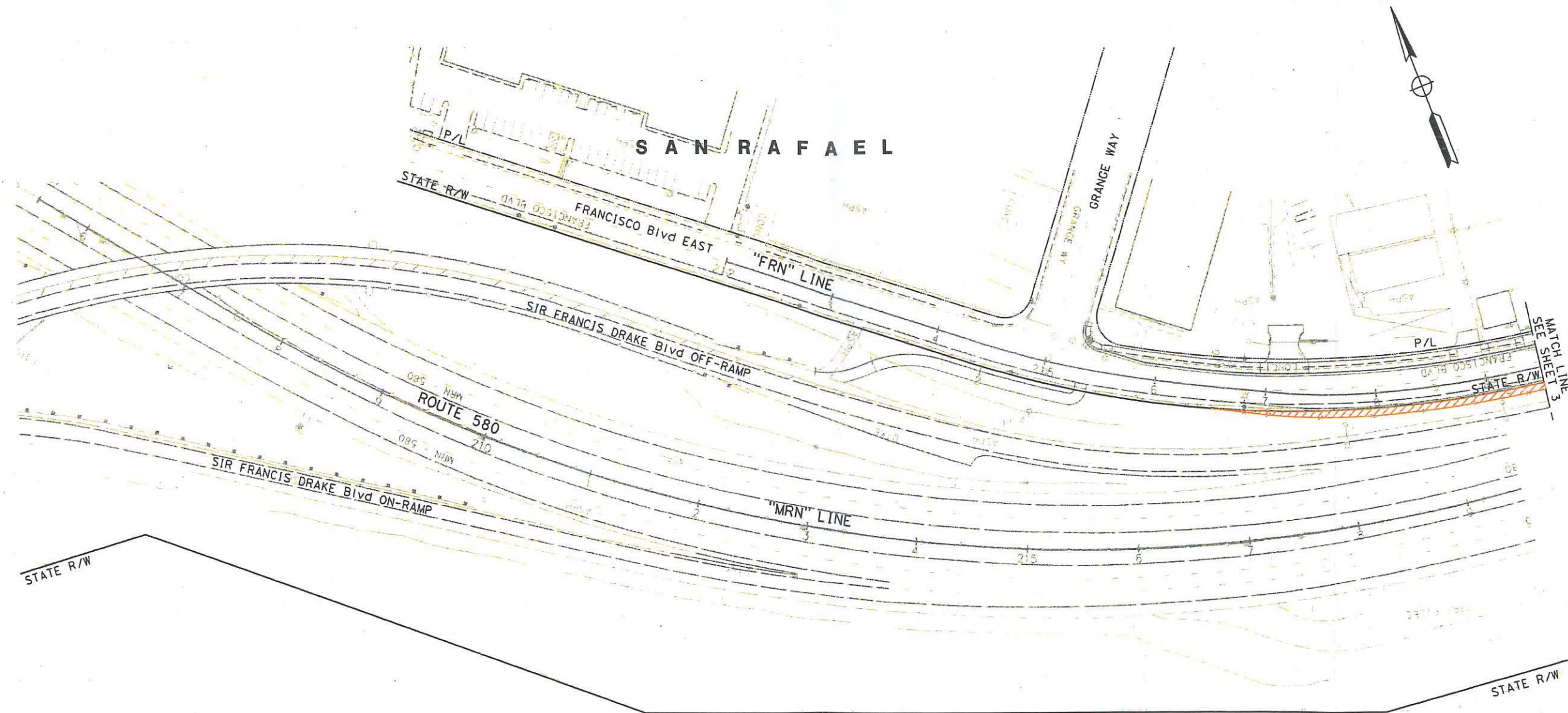
AGREEMENT FOR MAINTENANCE OF FRANCISCO BLVD EAST
WITH CITY OF SAN RAFAEL
04-MRN-PM 2.7/3.2



200' 100' 0 200'
SCALE: 1"= 200'-0"

I-580 RICHMOND-SAN RAFAEL BRIDGE ACCESS IMPROVEMENT PROJECT EXHIBIT A (SHEET 2 OF 4)

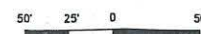
AGREEMENT FOR MAINTENANCE OF FRANCISCO BLVD EAST
WITH CITY OF SAN RAFAEL
04-MRN-PM 2.7/3.2



LEGEND:



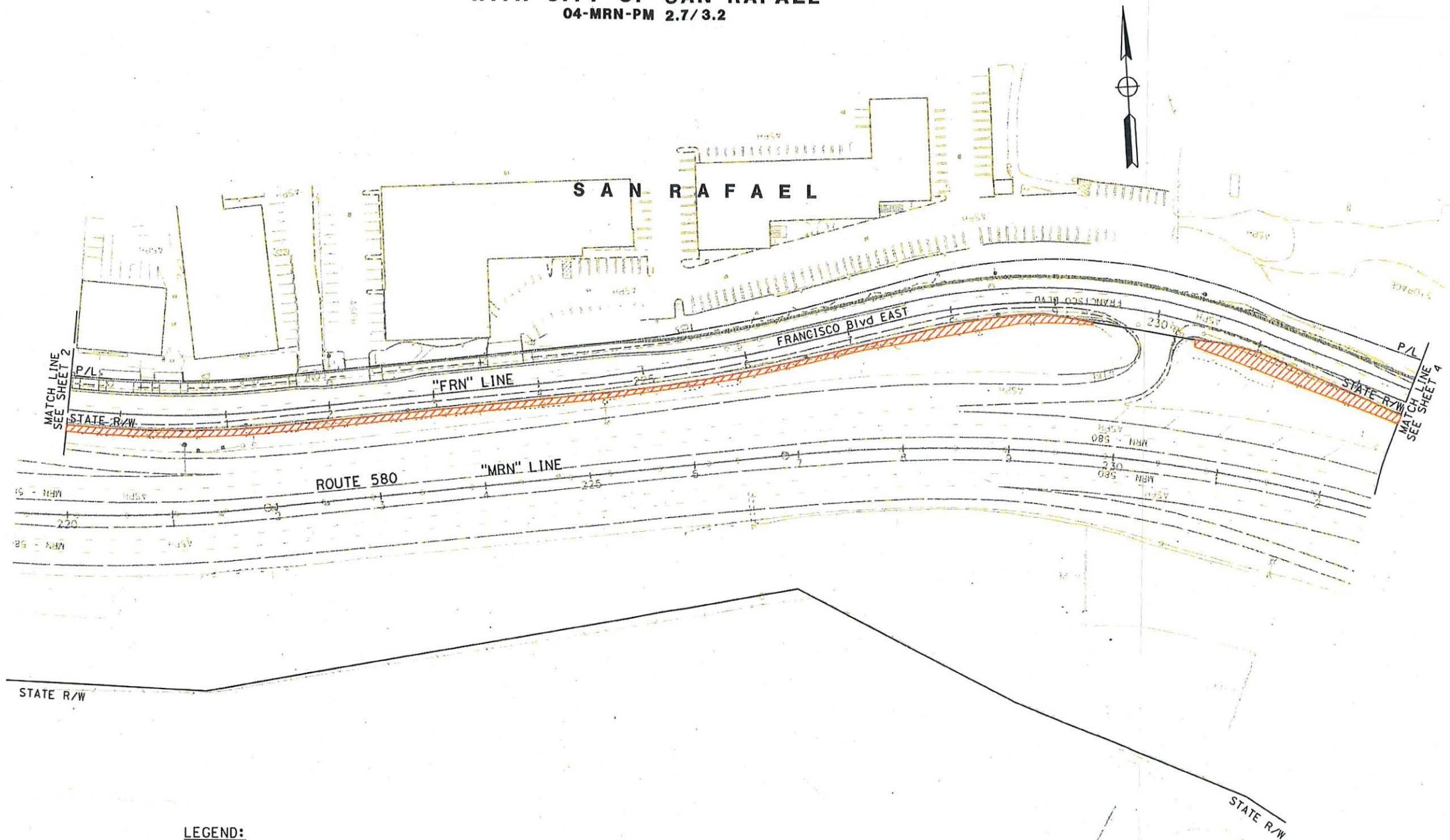
AREA WITHIN STATE RIGHT OF WAY
TO BE MAINTAINED BY CITY



SCALE: 1"= 50'-0"

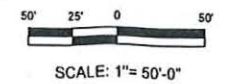
I-580 RICHMOND-SAN RAFAEL BRIDGE ACCESS IMPROVEMENT PROJECT EXHIBIT A (SHEET 3 OF 4)

AGREEMENT FOR MAINTENANCE OF FRANCISCO BLVD EAST
WITH CITY OF SAN RAFAEL
04-MRN-PM 2.7/3.2



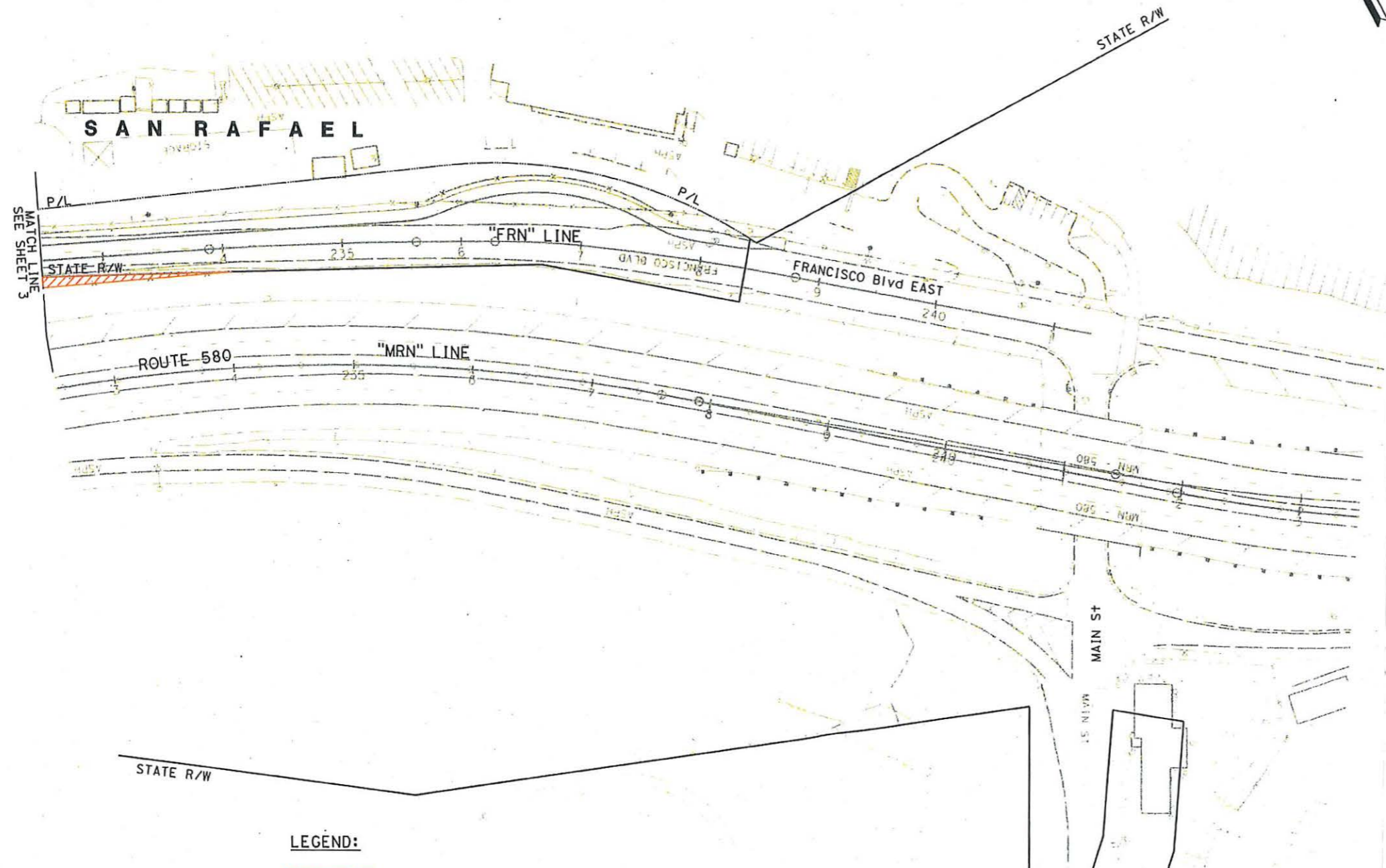
LEGEND:

 AREA WITHIN STATE RIGHT OF WAY
TO BE MAINTAINED BY CITY



I-580 RICHMOND-SAN RAFAEL BRIDGE ACCESS IMPROVEMENT PROJECT EXHIBIT A (SHEET 4 OF 4)

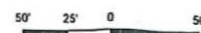
AGREEMENT FOR MAINTENANCE OF FRANCISCO BLVD EAST
WITH CITY OF SAN RAFAEL
04-MRN-PM 2.7/3.2



LEGEND:



AREA WITHIN STATE RIGHT OF WAY
TO BE MAINTAINED BY CITY



SCALE: 1"= 50'-0"