

# MEMORANDUM

## DEPARTMENT OF PUBLIC WORKS

County of Placer

TO: BOARD OF SUPERVISORS

DATE: April 23, 2013

FROM: KEN GREHM / PETER KRAATZ

SUBJECT: CALTRANS AGREEMENT FOR LANDSCAPE MAINTENANCE WITHIN THE STATE RIGHT OF WAY ALONG HIGHWAY 28 IN KINGS BEACH

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### ACTION REQUESTED / RECOMMENDATION

1. Adopt a Resolution authorizing the Director of Public Works, with County Counsel and Risk Management review and approval, to enter into a landscape maintenance agreement with Caltrans to maintain proposed streetscape improvements within the State right-of-way along Highway 28 in the community of Kings Beach. There is no net County cost.
2. Authorizing the Director of Public Works, or his designee, to execute the agreement and future amendments.

### BACKGROUND / SUMMARY

The Kings Beach Commercial Core Improvement Project (CCIP) is located in Kings Beach along State Route 28 between Highway 267 and Chipmunk Street (see attached location map). The proposed project will improve roadway, pedestrian, bicycle, and roadside drainage facilities, and provide treatment for storm water runoff within the project limits. Proposed improvements include sidewalks, curb and gutter, bicycle lanes, intersection, public parking facilities and streetscape improvements along the 1.1 mile stretch of State Route 28 and adjacent County roads and right-of-way. In addition, the design will include pedestrian safety improvements in the Kings Beach grid (County residential roads) as part of the project's approved Neighborhood Traffic Management Plan (NTMP). The Department has initiated a portion of the project improvements including elements of the NTMP completed in 2011 and 2012. In addition, we have coordinated utility relocation efforts with various utility companies to facilitate project construction. With Board approval, our intent is to begin construction on a significant phase of the project in the late summer assuming funding and permit approvals are obtained in a timely fashion from other agencies.

### ENVIRONMENTAL

The County has prepared an Environmental Impact Report (EIR) pursuant to the requirements for CEQA and the Placer County Environmental Review Ordinance; an Environmental Impact Statement (EIS) to meet the requirements of the Tahoe Regional Planning Agency; and an Environmental Assessment (EA) to meet the requirements of the Federal Highway Administration. The EIR was adopted by the Board of Supervisors on September 23, 2008.

### FISCAL IMPACT

The entire Kings Beach Commercial Core Improvement Project will cost in excess of \$48,000,000 to construction of the first phase is estimated to cost approximately \$23,500,000. Funding for construction has been programmed in the proposed Department's FY2013-14 Budget and consists of a combination of local, state and federal sources.

Attachments: Resolution; Location Map; Copy of Agreement

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

In the matter of: A RESOLUTION APPROVING AND AUTHORIZING THE DIRECTOR OF PUBLIC WORKS, WITH COUNTY COUNSEL AND RISK MANAGEMENT REVIEW AND APPROVAL, TO ENTER INTO A LANDSCAPE MAINTENANCE AGREEMENT WITH CALTRANS TO MAINTAIN PROPOSED STREETScape IMPROVEMENTS WITHIN THE STATE RIGHT-OF-WAY ALONG HIGHWAY 28; AND AUTHORIZE THE DIRECTOR OF PUBLIC WORKS, OR HIS DESIGNEE, TO EXECUTE THE AGREEMENT AND FUTURE AMENDMENTS

Resol. No. \_\_\_\_\_

The following Resolution was duly passed by the Board of Supervisors of the County of Placer

at a regular meeting held on \_\_\_\_\_ by the following vote on roll call:

Ayes:

Noes:

Absent:

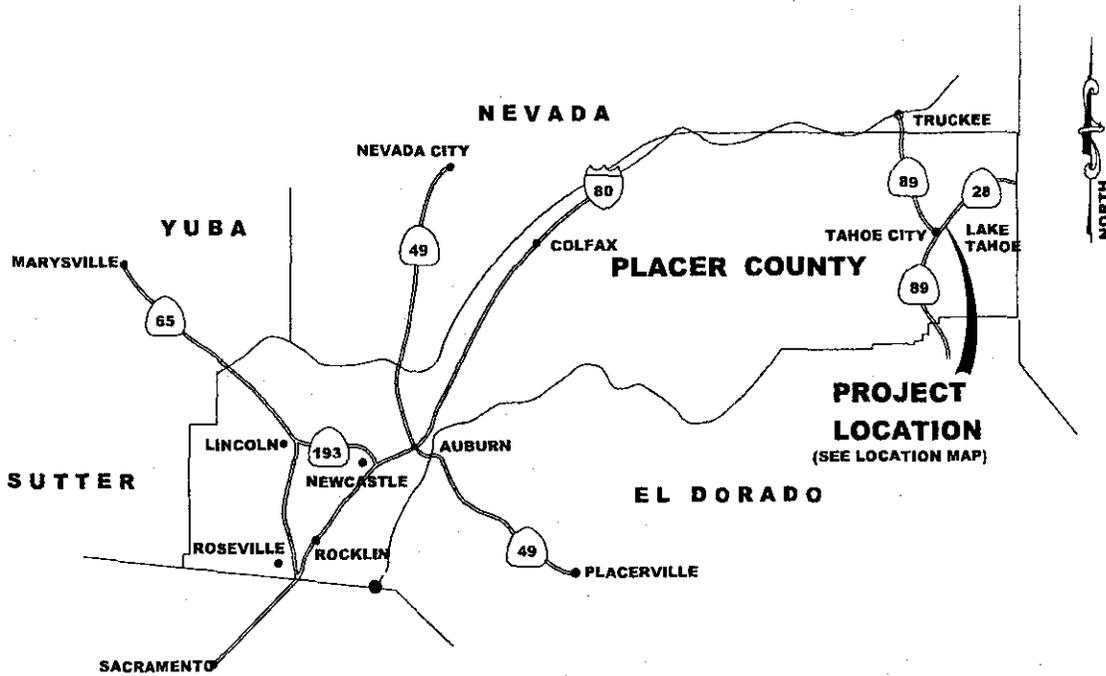
Signed and approved by me after its passage.

\_\_\_\_\_  
Chair, Board of Supervisors

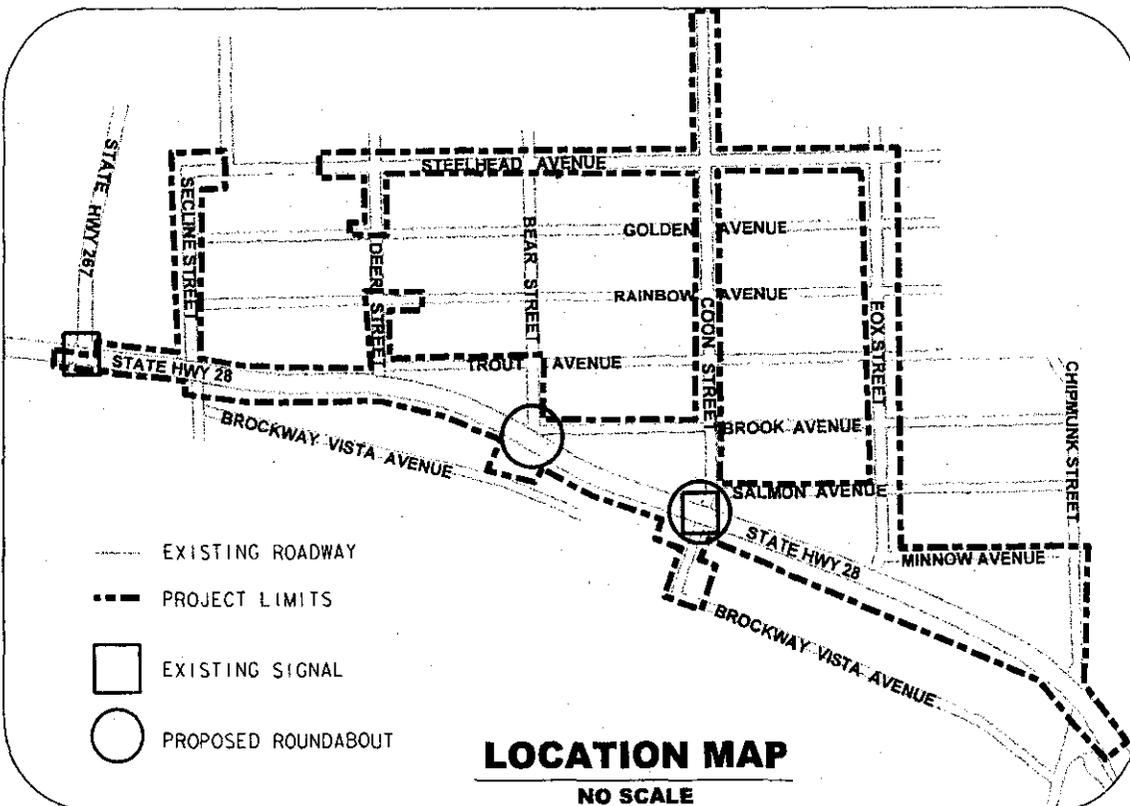
Attest:  
Clerk of said Board

\_\_\_\_\_  
\_\_\_\_\_  
**BE IT RESOLVED AND ORDERED** by the Board of Supervisors of the County of Placer, State of California, that this Board approves and authorizes the Director of Public Works, with County Counsel and Risk Management review and approval, to enter into a landscape maintenance agreement with Caltrans to maintain proposed streetscape improvements within the state right-of-way along Highway 28; and authorize the Director of Public Works, or his designee, to execute the agreement and future amendments

# KINGS BEACH COMMERCIAL CORE IMPROVEMENT PROJECT



SACRAMENTO



AGREEMENT FOR LANDSCAPE MAINTENANCE  
WITHIN STATE HIGHWAY RIGHT OF WAY  
ON ROUTE 28 WITHIN THE COUNTY OF PLACER

THIS AGREEMENT is made and executed effective this \_\_\_\_\_ day of \_\_\_\_\_, 2013 by and between the State of California, acting through its Department of Transportation, hereinafter referred to as "STATE," and Placer County, hereinafter referred to as "COUNTY," together referred to as "PARTIES".

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.
2. This Agreement addresses COUNTY responsibility for the roundabouts, sidewalks, landscape, irrigation, planting, litter and weed removal, (collectively the "Landscaping") placed within State Highway right of way on State Route 28, 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, and 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's responsibility as described herein, PARTIES will agree upon and execute a new dated and revised Exhibit which will be made a part hereof and will thereafter supersede the attached original Exhibit A to thereafter become a part of this Agreement. The new exhibit can be executed only upon written consent of the Parties hereto acting by and through their authorized representatives. No formal amendment to this Agreement will be required.

SECTION II

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

1. COUNTY may install, or contract authorizing a licensed contractor with appropriate class of license in the State of California, to install and thereafter will maintain (Section 27 of the Streets and Highways Code) landscaping conforming to those plans and specifications (PS&E) pre-approved by STATE.
2. COUNTY will submit the final form of the PS&E, prepared, stamped, and signed to STATE's District Permit Engineer for review and approval and will obtain and have in place a valid necessary encroachment permit prior to the start of any work within

STATE'S right of way. All proposed landscaping must meet STATE's applicable standards.

3. 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.
4. An Encroachment Permit rider may be required for any changes to the scope of work allowed by this Agreement prior to the start of any work within STATE's right of way.
5. COUNTY contractors will be required to obtain an Encroachment Permit prior to the start of any work within STATE's right of way.
6. To furnish electricity for irrigation system controls, water, and fertilizer necessary to sustain healthy plant growth during the entire life of this Agreement.
7. To replace unhealthy or dead plantings when observed or within 30 days when notified in writing by STATE that plant replacement is required.
8. To prune shrubs, tree plantings, and trees to control extraneous growth and ensure STATE standard lines of sight to signs and corner sight distances are always maintained for the safety of the public.
9. 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.
10. To control weeds at an acceptable level to the 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. All chemical spray operations shall be reported quarterly to STATE to: Landscape Specialist District 3 Maintenance at 703 B Street. Marysville, CA. 95901.
11. 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 the STATE facility damage ensuing from COUNTY's landscape presence and activities should STATE be required to cure a COUNTY default.
13. 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.
14. To inspect landscaping on a regular monthly basis to ensure the safe operation and condition of the landscaping.
15. To expeditiously maintain, replace, repair or remove from service, any landscaping system component that has become unsafe or unsightly.

16. To maintain all sidewalks/bike paths within the Agreement limits of the 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.
17. To allow random inspection of landscaping, by a STATE representative.
18. To keep the entire landscaped area policed and free of litter and deleterious material.
19. All work by or on behalf of COUNTY will be done at no cost to STATE.

### SECTION III

STATE agrees to do the following:

1. May provide COUNTY with timely written notice of unsatisfactory conditions that require correction by COUNTY. However, the non-receipt of notice does not excuse COUNTY from maintenance responsibilities assumed under this Agreement.
2. Issue encroachment permits to COUNTY and COUNTY contractors at no cost to them.

### SECTION IV

#### Legal Relations and Responsibilities:

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 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 COUNTY facilities different from the standard of care imposed by law.

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.

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 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.

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.

#### Labor Code Compliance: Prevailing Wages

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, repair or maintenance, COUNTY must conform to the provisions of Labor Code Sections 1720 through 1815, all applicable regulations and coverage determinations issued by the Director of Industrial Relations. 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.

#### Prevailing Wage 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). Subcontracts shall include all prevailing wage requirements set forth in COUNTY's contracts.

#### Insurance

COUNTY and their contractors shall maintain in force, during the term of this Agreement, a policy of general liability insurance or self-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 STATE that shall be delivered to STATE with a signed copy of this Agreement.

#### 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.

#### 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.

PLACER COUNTY:

STATE OF CALIFORNIA:

By: \_\_\_\_\_  
Ken Grehm, Director  
Department of Public Works

By: \_\_\_\_\_  
Malcolm Dougherty, Director  
Department of Transportation

Date: \_\_\_\_\_

Date: \_\_\_\_\_

APPROVE AS TO FORM:

By: \_\_\_\_\_  
County Counsel, Placer County

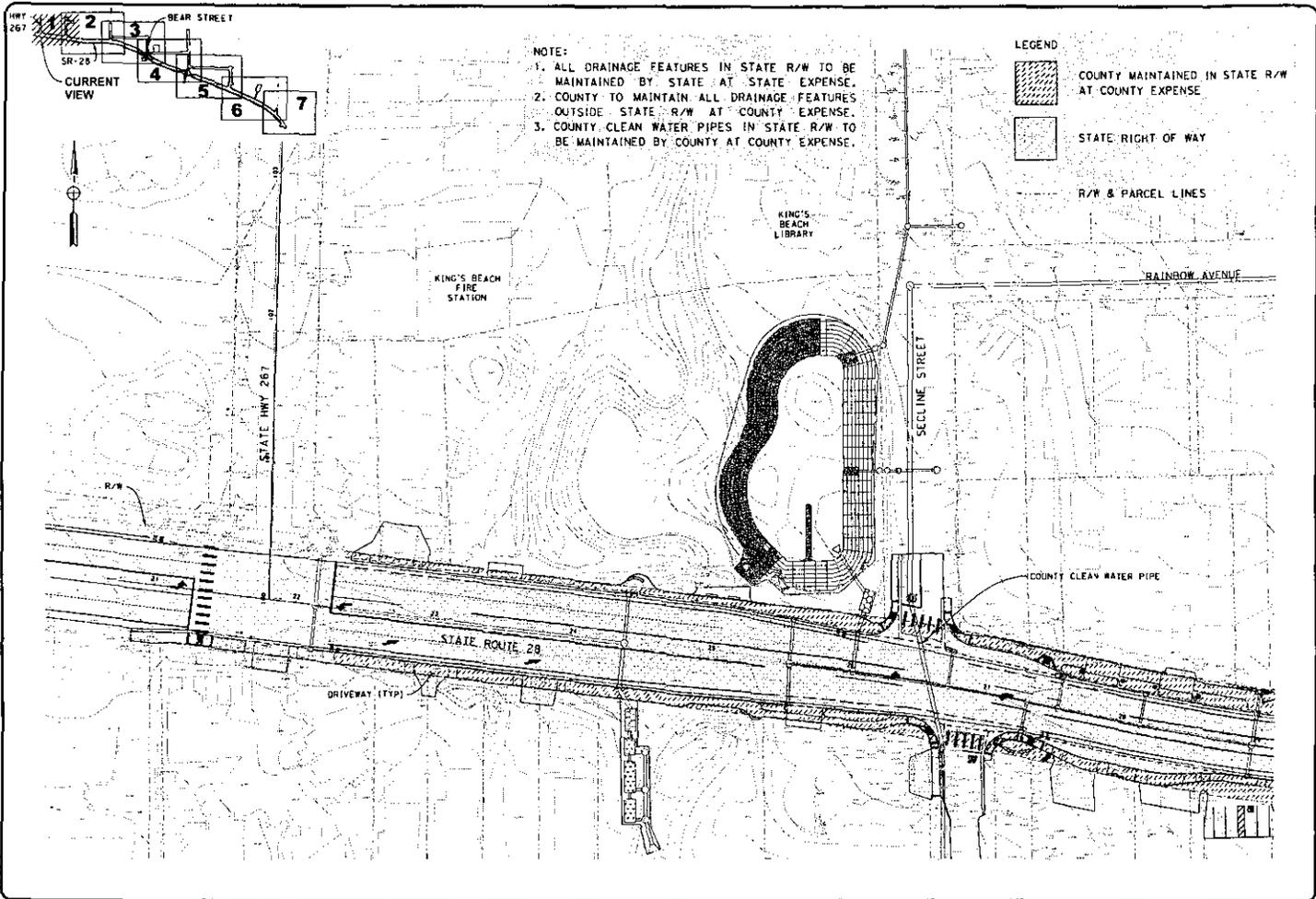
By: \_\_\_\_\_  
Jody Jones, District 3 Director  
Department of Transportation

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Attachment  
Exhibit A

*Note: Approval by STATE'S Attorney is not required unless changes are made to this form, in which case, the draft will be submitted to Headquarters for review and approval by STATE's Attorney as to form and procedures.*



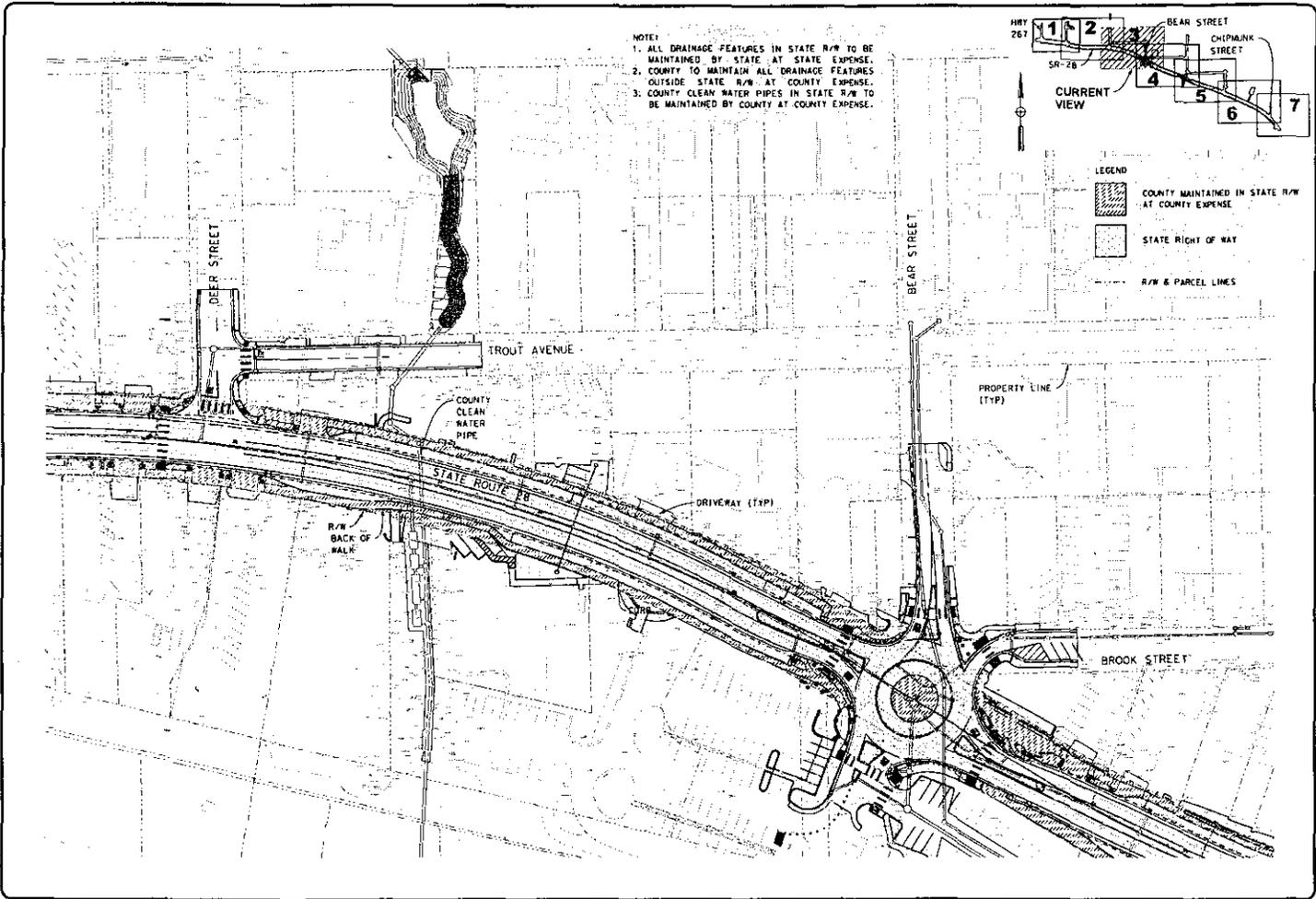
PLAN SCALE: 1"=40'  
DATE: 11/29/17

**MAINTENANCE AGREEMENT**  
03-PLA-28 PM 9.2 TO 10.3

STATE OF CALIFORNIA DEPARTMENT OF TRANSPORTATION  
**EXHIBIT A**  
BETWEEN HWY 267 & SECLINE ST

SHEET NO.  
1  
OF  
7



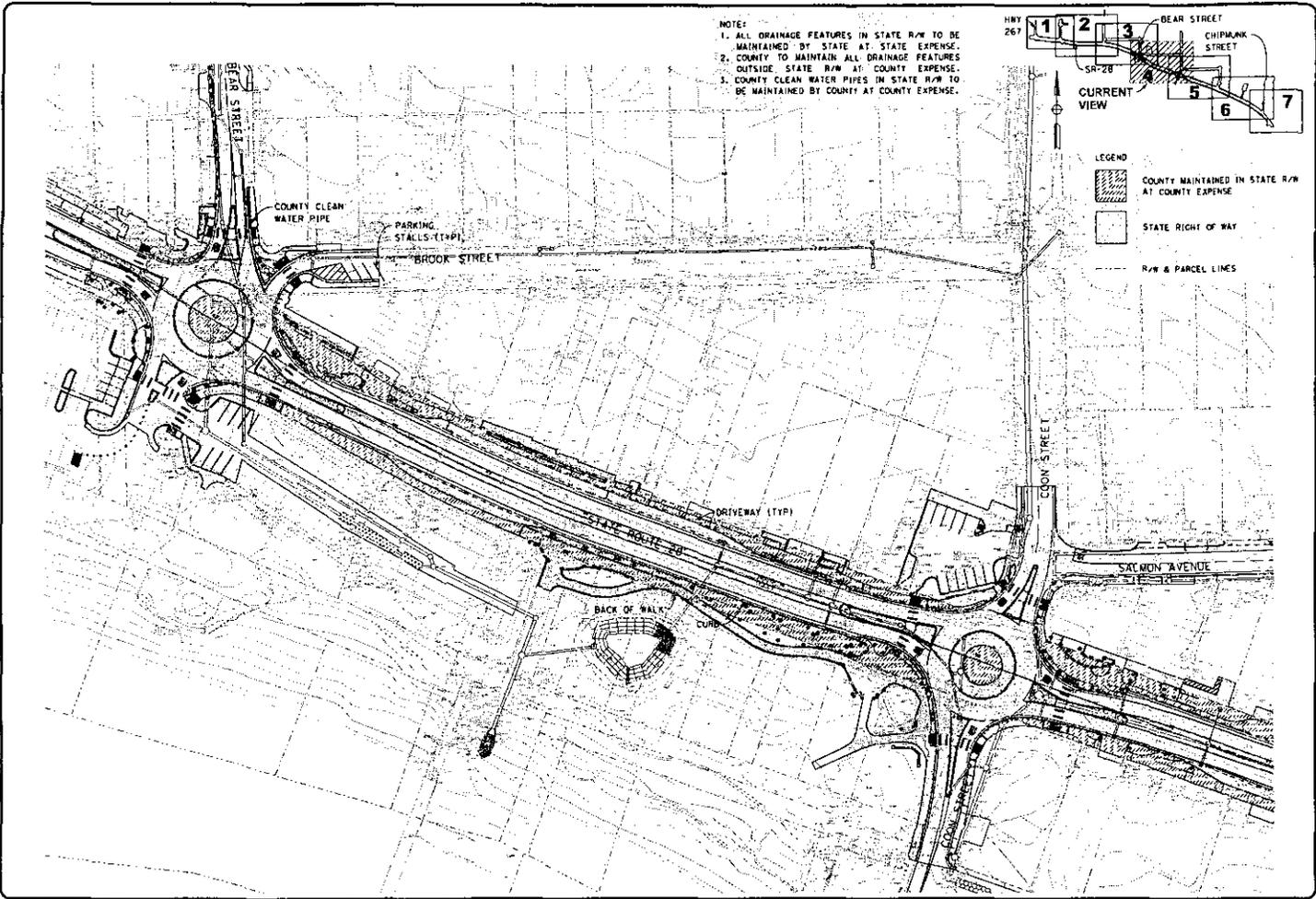


PLAN SCALE: 1"=40'  
DATE: 10/20/14

MAINTENANCE AGREEMENT  
03-PLA-28 PM 9.2 TO 10.3

STATE OF CALIFORNIA - DEPARTMENT OF TRANSPORTATION  
EXHIBIT A  
BETWEEN DEER ST & BEAR ST

SHEET NO  
3  
OF  
7

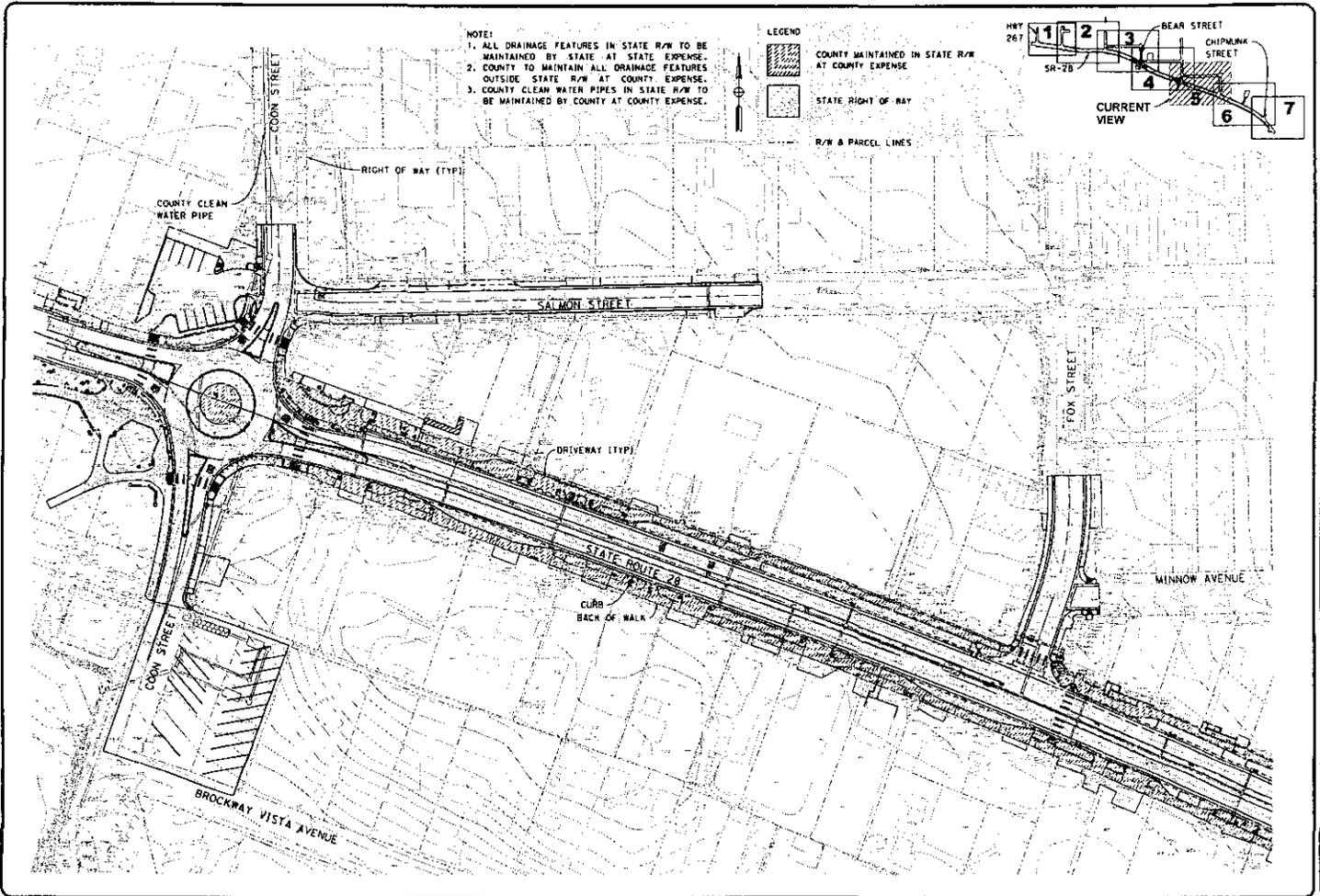


PLAN SCALE: 1"=40'  
DATE: 10/24/72

**MAINTENANCE AGREEMENT**  
03-PLA-28 PM 9.2 TO 10.3

STATE OF CALIFORNIA DEPARTMENT OF TRANSPORTATION  
**EXHIBIT A**  
BETWEEN BEAR ST & COON ST

SHEET NO  
4  
OF  
7



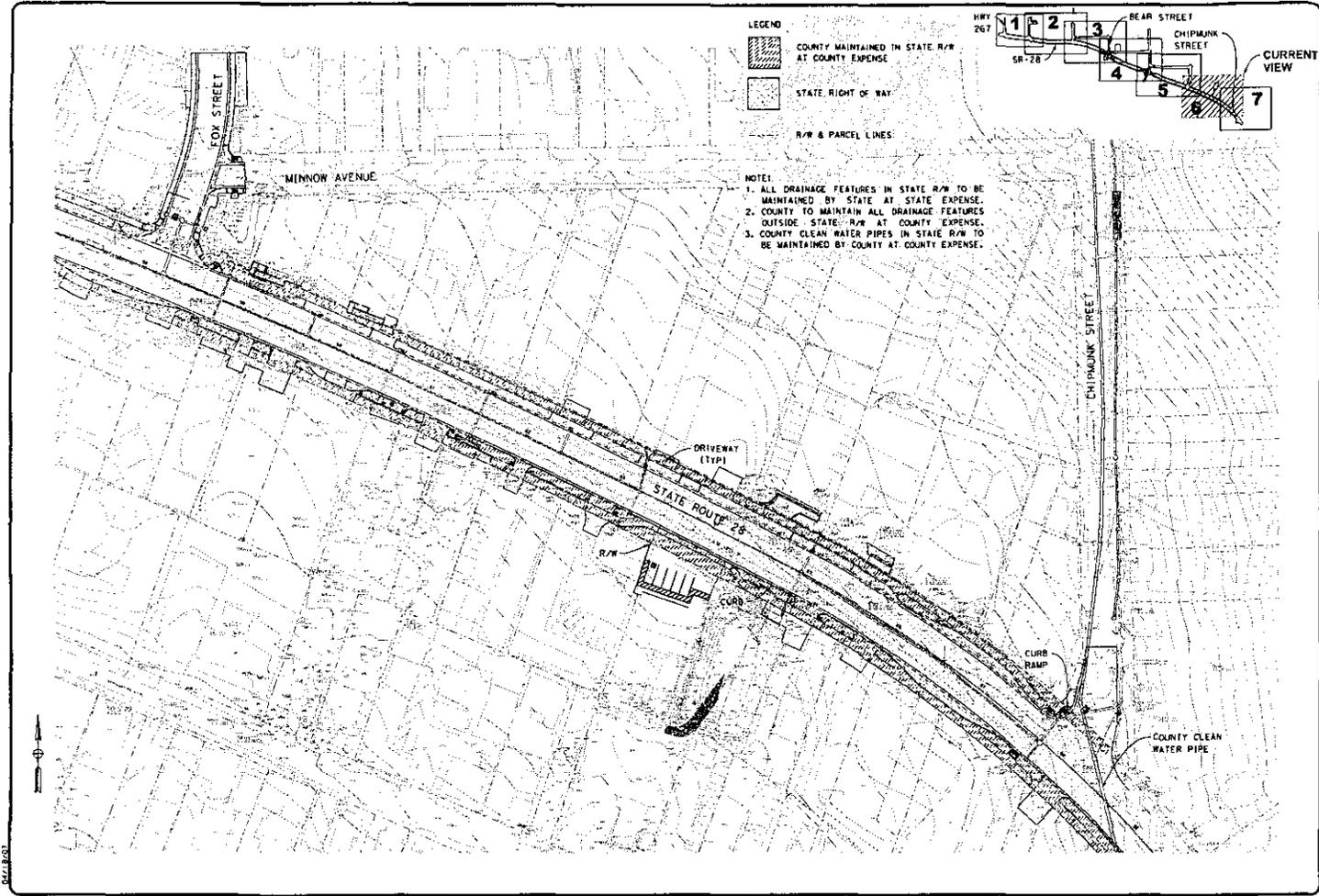
Plan Scale: 1" = 40'

DATE: 10/20/12

**MAINTENANCE AGREEMENT**  
03-PLA-28 PM 9.2 TO 10.3

STATE OF CALIFORNIA DEPARTMENT OF TRANSPORTATION  
**EXHIBIT A**  
BETWEEN COON ST & FOX ST

SHEET NO.  
5  
6  
7

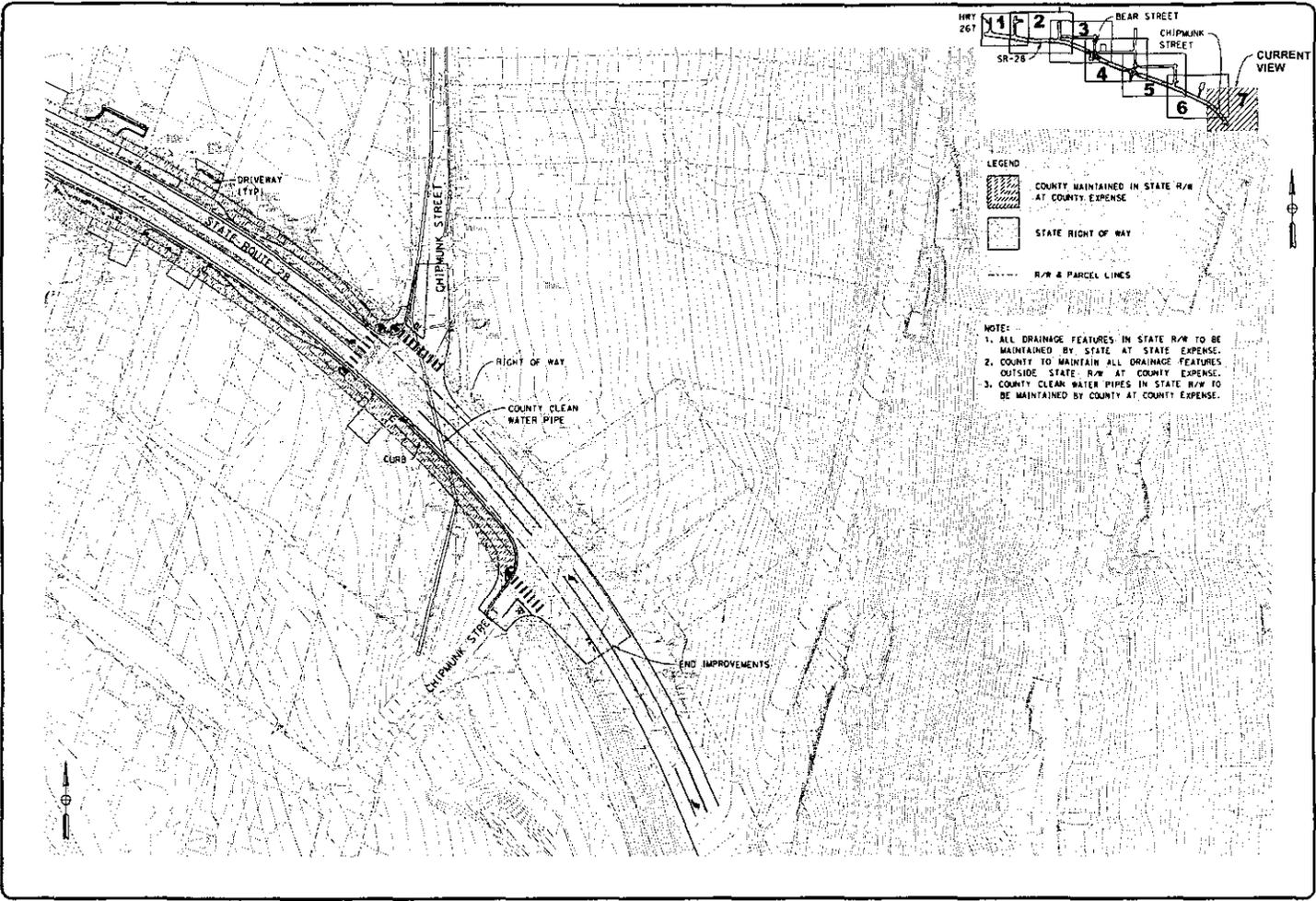


PLAN SCALE: 1"=100'  
DATE: 10/04/02

MAINTENANCE AGREEMENT  
03-PLA-28 PM 9.2 TO 10.3

STATE OF CALIFORNIA DEPARTMENT OF TRANSPORTATION  
EXHIBIT A  
BETWEEN FOX ST & CHIPMUNK ST

SHEET NO  
6  
7



PLAN SCALE: 1" = 100'  
DATE: 07/20/17

MAINTENANCE AGREEMENT  
03-PLA-28 PM 9.2 TO 10.3

STATE OF CALIFORNIA DEPARTMENT OF TRANSPORTATION  
EXHIBIT A  
CHIPMUNK ST & END OF IMPROVEMENTS

SHEET NO.  
7  
8  
7

