

MEMORANDUM

DEPARTMENT OF PUBLIC WORKS

County of Placer

TO: BOARD OF SUPERVISORS

DATE: August 26, 2014

FROM: KEN GREHM / PETER KRAATZ

SUBJECT: AGREEMENT WITH CALTRANS FOR MAINTENANCE OF RADAR SPEED SIGNS ALONG HIGHWAYS 28 AND 89

ACTION REQUESTED / RECOMMENDATION

1. Adopt a Resolution authorizing the Director of Public Works, with County Counsel and Risk Management approval, to execute a Landscape Maintenance Agreement with CALTRANS to install, operate, and maintain radar speed advisory signs along Highways 28 and 89, in the North Lake Tahoe area and to execute future amendments not involving transfer of County funds to CALTRANS. There is no net County cost.

BACKGROUND / SUMMARY

In 2008, various community members in the Lake Tahoe region of Placer County expressed the desire to have the Public Works Department consider installing traffic calming devices on the State Highway Routes 89 and 28. As a result, the Department applied for County Transient Occupancy Tax (TOT) funds through the North Lake Tahoe Resort Association (NLTRA).

On August 26, 2008, the Board of Supervisors approved the NLTRA request to expend TOT funds to install six permanent radar speed limit advisory signs on State Route 28 in Kings Beach, Tahoe Vista, and Carnelian Bay. The Tahoe City Public Utility District also installed two signs on State Route 89 near Sequoia Avenue in Tahoe City. All eight signs are now maintained by the Department of Public Works for the NLTRA.

Future amendments to the existing landscape maintenance agreement will allow for the installation, operation, and maintenance of additional radar advisory signs, or for modifications to existing signs, to occur under the responsibility and management of the County. The agreement required by Caltrans before encroachment permits can be issued.

ENVIRONMENTAL

This action is not a project, as defined by Public Resources Code Section 21065, and is therefore exempt from environmental review under CEQA.

FISCAL IMPACT

This agreement allows the County, under the direction and management of the Department of Public Works to install, operate, and maintain radar speed advisory signs in the State Highway right of way in the North Lake Tahoe area. There is no fiscal impact to the County for this agreement.

Attachments:

Resolution

Landscape Maintenance Agreement (w/out Exhibit A)

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

**In the matter of: A RESOLUTION AUTHORIZING
THE DIRECTOR OF PUBLIC WORKS TO EXECUTE
A LANDSCAPE MAINTENANCE AGREEMENT TO
INSTALL, OPERATE, AND MAINTAIN RADAR
SPEED SIGNS ALONG HIGHWAYS 28 AND 89 IN
THE NORTH LAKE TAHOE AREA, AND TO
EXECUTE FUTURE AMENDMENTS NOT INVOLVING
TRANSFER OF COUNTY FUNDS TO CALTRANS**

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 execute a Landscape Maintenance Agreement with CALTRANS to install, operate, and maintain radar speed advisory signs along Highways 28 and 89, in the North Lake Tahoe area and to execute future amendments not involving transfer of County funds to CALTRANS.

**LANDSCAPE MAINTENANCE AGREEMENT
WITHIN STATE HIGHWAY RIGHT OF WAY
ON ROUTES 28 AND 89 WITHIN THE COUNTY OF PLACER**

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 County of Placer; hereinafter referred to as "COUNTY" and collectively referred to as "PARTIES".

SECTION I

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 radar speed signs and supports (collectively the "SIGN/SIGNS") placed within State Highway right of way on State Routes 28 and 89, as shown on Exhibit A, attached to and made a part of this Agreement.

NOW THEREFORE, IT IS AGREED AS FOLLOWS:

SECTION II

AGREEMENT

3. In consideration of the mutual covenants and promises herein contained, COUNTY and STATE agree as follows:
 - 3.1. 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 SIGNS as shown on said Exhibit A.
 - 3.2. 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 the 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 A 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.

4. COUNTY agrees, at COUNTY expense, to do the following:
- 4.1. 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) SIGNS conforming to those plans and specifications (PS&E) pre-approved by STATE.
 - 4.2. COUNTY will submit plan for SIGNS 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 SIGNS must meet STATE's applicable standards.
 - 4.3. COUNTY shall ensure that SIGNS designated on Exhibit A are provided with adequate scheduled routine MAINTENANCE necessary to MAINTAIN a neat and attractive appearance.
 - 4.4. 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.
 - 4.5. COUNTY contractors will be required to obtain an Encroachment Permit prior to the start of any work within STATE's right of way.
 - 4.6. To replace damaged or unsightly SIGNS when observed or within 30 days when notified in writing by STATE that SIGNS replacement are required.
 - 4.7. To expeditiously repair any STATE facility damage ensuing from SIGNS construction, presence, and MAINTENANCE.
 - 4.8. To reimburse STATE for its cost to repair STATE facility damage ensuing from SIGNS presence and MAINTENANCE should STATE be required to cure a COUNTY default.
 - 4.9. To remove SIGNS 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.
 - 4.10. To remove SIGN/SIGNS, whenever, in the opinion of STATE, that it/they creates/create a safety or operational concern. In the event COUNTY fails to remove SIGN/SIGNS in a timely manner, STATE may remove SIGN/SIGNS thirty (30) days following written notification to COUNTY, and STATE will bill COUNTY for all costs of its removal and restoration of STATE right of way, on presentation of a bill.
 - 4.11. To inspect SIGNS on a regular monthly or weekly basis to ensure the safe operation and condition of the SIGNS.

- 4.12. To expeditiously MAINTAIN, replace, repair or remove from service any SIGNS system component that has become unsafe or unsightly. Cause for removal shall include but is not limited to, graffiti, advertising, or unapproved temporary signage placed on SIGNS.
 - 4.13. To allow random inspection of SIGNS by a STATE representative.
 - 4.14. To keep the entire SIGNS area policed and free of litter and deleterious material.
 - 4.15. All work by or on behalf of COUNTY will be done at no cost to STATE.
5. STATE agrees to do the following:
- 5.1. May provide COUNTY with timely written notice of unsatisfactory conditions that require correction by the COUNTY. However, the non-receipt of notice does not excuse COUNTY from maintenance responsibilities assumed under this Agreement.
 - 5.2. Issue encroachment permits to COUNTY and COUNTY contractors at no cost to them.
 - 5.3. STATE reserves the right to remove SIGN/SIGNS due to construction, rehabilitation, or other necessary activities affecting these transportation facilities without any obligation, compensation to, or approval of COUNTY.
 - 5.4. STATE reserves the right to remove SIGN/SIGNS that present an immediate safety hazard to the public without delay or advanced notification to COUNTY.
 - 5.5. STATE shall not be responsible for the cost, maintenance, repair, or replacement of SIGN/SIGNS damaged by anything STATE does or does not do in the course of normal highway maintenance operations and activities.
6. LEGAL RELATIONS AND RESPONSIBILITIES:
- 6.1. 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 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.
 - 6.2. If during the term of this Agreement, COUNTY should cease to MAINTAIN the SIGNS 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 SIGNS 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 SIGNS, STATE will provide written notice to COUNTY to cure the default and COUNTY will have thirty (30) days within which to affect that cure.

- 6.3. 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.
- 6.4. 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.

7. PREVAILING WAGES:

- 7.1. 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.
- 7.2. 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

8. INSURANCE:

8.1. SELF-INSURED - COUNTY is self insured. COUNTY agrees to deliver evidence of self-insured coverage in a form satisfactory to STATE, along with a signed copy of the Agreement.

8.2. SELF-INSURED using Contractor - If the work performed on this Project is done under contract COUNTY 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. 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.

9. TERMINATION - This Agreement may be terminated by 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.

10. 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 & 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 COUNTY OF PLACER

STATE OF CALIFORNIA
DEPARTMENT OF TRANSPORTATION

By: _____
Director, Department of Public Works

MALCOLM DOUGHERTY
Director of Transportation

By: _____
John Rodrigues, Acting District 3 Director

As to Form and Procedure:

By: _____
Attorney (or Counsel)

By: *Denise Zuniga*
Attorney
Department of Transportation