



CITY OF DEL REY OAKS

Staff Report

DATE: October 22, 2024

TO: Honorable Mayor and Council Members

FROM: John Guertin, City Manager

SUBJECT: Approve and Authorize the City Manager To Execute a Project Specific Maintenance Agreement with the State of California Department of Transportation (Caltrans) Covering Maintenance of Fort Ord Recreation Trail and Greenway (FORTAG) Project Areas Along Highway 218

CEQA: This action does not constitute a “project” as defined by the California Environmental Quality Act (CEQA) guidelines section 15378 as it is an administrative activity of the City that will not result in direct or indirect physical changes in the environment.

Recommendation

Approval and authorization for the City Manager to execute a Project Specific Maintenance Agreement with Caltrans covering FORTAG project improvements.

Discussion

This report seeks City Council consideration for the approval of a Project Specific Maintenance Agreement between the State of California Department of Transportation (Caltrans) and the City of Del Rey Oaks covering maintenance of City-side frontage along Highway 218 related to the Fort Ord Recreation Trail and Greenway (FORTAG) project.

Under the PSMA, the City agrees to accept respective operational and maintenance responsibilities related to FORTAG project sections within the Caltrans right-of-way.

Fiscal Impacts

Maintenance operations costs will be absorbed in future Public Works operations budgets.

ATTACHMENTS:

- PSMA Between the City of Del Rey Oaks and Caltrans

Respectfully submitted,

John Guertin
City Manager

**PROJECT SPECIFIC MAINTENANCE AGREEMENT
WITH CITY OF DEL REY OAKS**

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 Del Rey Oaks, hereinafter referred to as "CITY", and collectively referred to as "PARTIES".

SECTION I

RECITALS

1. Cooperative Agreement Number 05-0375 was executed between Transportation Agency of Monterey County (TAMC) and STATE on September 4, 2020 to construct a 1.5 mile pedestrian and bicycle trail connection for the southern loop of the proposed 32-mile Fort Ord Regional Trail and Greenway in Monterey County on State Route (SR) 218, hereinafter referred to as "PROJECT", and
2. The PARTIES hereto mutually desire to identify the maintenance responsibilities of CITY for the improvements of PROJECT constructed within the STATE right of way under the Cooperative Agreement Number 05-0375.

NOW THEREFORE, IT IS AGREED AS FOLLOWS:

SECTION II

AGREEMENT

1. Exhibit A consists of plan drawings that delineate and describe the areas within STATE right of way that are the responsibility of the CITY to maintain in accordance with this Agreement.
2. If there is mutual agreement on a change in the maintenance responsibilities between PARTIES, the PARTIES can revise the Exhibit A by a mutual written execution of the exhibit.
3. CITY must obtain the necessary Encroachment Permits from STATE's District 05 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.
4. PEDESTRIAN AND BICYCLE UNDERCROSSING
 - 4.1. CITY will maintain the CITY pedestrian and bicycle trail, including the traveled way, shoulders, curbs, sidewalks, slope paving, retaining walls, wall surfaces (including architectural treatments and eliminating graffiti), drainage installations, lighting installations and traffic service facilities that may be required

for the benefit or control of pedestrians and bicycles using the CITY undercrossing structure.

- 4.2. CITY will request STATE's District Encroachment Permit Engineer to issue the necessary Encroachment Permit for any proposed change in minimum vertical clearances between CITY bicycle trail surface and the structure that results from modifications to the roadway (except when said modifications are made by STATE).
5. WALLS - CITY is responsible for debris removal, cleaning and painting to keep CITY 's side of any wall structure free of debris, dirt, and graffiti.
6. LANDSCAPED AREAS - CITY is responsible for the maintenance of any plantings, irrigation or other types of roadside improvements of PROJECT lying within the STATE right of way as delineated on Exhibit A.
7. BICYCLE PATHS, LANES, AND MULTIUSE TRAIL – CITY is solely responsible for all permitted improvements within STATE's right of way, including but not limited to the delineation, fencing, guard railing, drainage facilities, lighting and electrical, hardscaping, landscaping, decorative surfaces, slope and structural adequacy. CITY will maintain, at CITY expense, a safe facility for bicycle and pedestrian travel along the entire length of the path/lane/multiuse trail by providing sweeping and debris removal when necessary, as well as all signing and striping, and pavement markings required for the direction and operation of the Project.
8. ENCAMPMENTS REMOVAL - CITY shall remove Persons Experiencing Homelessness (PEH) and any structures, personal property, debris, and/or other items related to the encampment from the entire Bike Path and adjacent areas under the bridge, subject to applicable State and Federal Law. Nothing in this Agreement grants or waives the right of California Highway Patrol (CHP) and other law enforcement agencies having jurisdiction.
9. GREEN PAVEMENT ENHANCEMENT MARKINGS – CITY is solely responsible for maintaining bicycle lane delineation within the STATE's right of way, as shown on Exhibit A. CITY will maintain, at CITY expense, all green pavement markings. CITY is responsible for the replacement of green pavement markings when pavement preservation measures are made by STATE.

10. LEGAL RELATIONS AND RESPONSIBILITIES

- 10.1. 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.

10.2. 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 hold harmless CITY 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 STATE under this Agreement.

10.3. 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 hold 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 CITY under this Agreement.

11. PREVAILING WAGES:

11.1. 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, Division 1, 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.

11.2. Requirements in Subcontracts - CITY shall require its contractors to include prevailing wage requirements in all subcontracts when the work to be performed by the subcontractor under this Agreement is a "public works" 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.

12. INSURANCE

12.1. 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 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 certification of self-insurance letter ("Letter of Self-Insurance"), satisfactory to STATE, certifying that CITY meets the coverage requirements of this section. This Letter of Self-Insurance shall also identify the project location as depicted in EXHIBIT A. CITY shall deliver to STATE the Letter of Self-Insurance with a signed copy of this AGREEMENT. A copy of the executed Letter of Self-Insurance shall be attached hereto and incorporate as Exhibit B.

12.2. SELF-INSURED using Contractor - If the work performed under this AGREEMENT is done by CITY 's contractor(s), CITY shall require its contractor(s) 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 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.

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

14. 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 as set forth in Article 13 above.

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 DEL REY OAKS

STATE OF CALIFORNIA
DEPARTMENT OF TRANSPORTATION

By: _____
Mayor

Initiated and Approved

By: _____
City Manager

By: _____
Deputy District Director
Maintenance District 5

ATTEST:

By: _____
City Clerk

By: _____
City Attorney

EXHIBIT A

(Plan map identifying the applicable STATE Route and CITY roads and facilities)

EXHIBIT B – LETTER OF CERTIFICATE OF CITY OF DEL REY OAKS STATEMENT OF SELF INSURANCE

Caltrans – District 05

_____20__

ATTN: Victor Devens – Senior Maintenance Engineer

City of Del Rey Oaks
Department of Finance

RE: Statement of Self Insurance for City of Del Rey Oaks Related to Project Specific Maintenance Agreement with State of California Department of Transportation ("STATE") for the Fort Ord Regional Trail and Greenway along Highway 218 at Post Mile 0.03/1.93.

Mr. Devens,

The purpose of this letter is to certify that the CITY is self-insured and self-funded covering third-party claims arising out of its general operations (for example, commercial general liability and automobile liability insurance). Further the CITY is self-insured covering workers' compensation claims and has received the consent of the State Department of Industrial Relations to do so.

Each fiscal year, as a part of its budgetary process, the CITY appropriates funds specifically to satisfy valid third-party claims and workers' compensation claims, which may be brought against the CITY.

The CITY certifies its self-insured, general liability coverage for bodily injury liability and property damage liability, meets the required coverage amounts in section 12 (INSURANCE) of the Maintenance Agreement, specifically general liability insurance, coverage of bodily injury liability and property damage liability in an amount of \$1 million per occurrence and \$2 million in aggregate and \$5 million in excess. The CITY further represents that regarding any claims made in connection with the Maintenance Agreement by the STATE, the STATE will be first-in-line regarding the reserved, self-insured amounts.

If you need any additional information regarding this letter, please direct those inquiries through my office.

Sincerely,

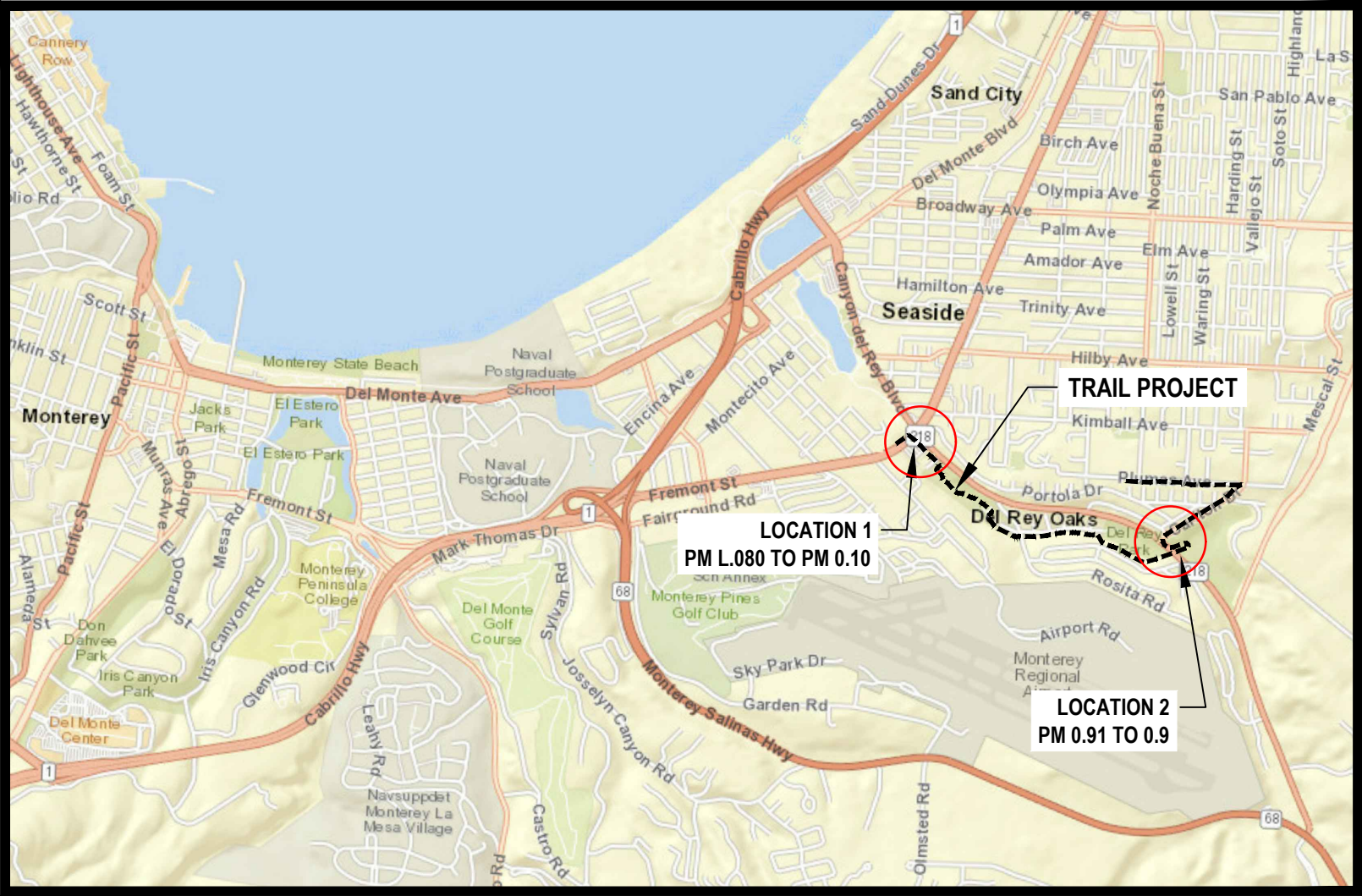
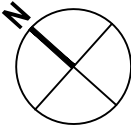
FINANCE MANAGER

Dist	COUNTY	ROUTE	POST MILES TOTAL PROJECT	SHEET No.	TOTAL SHEETS
05	MON	218 PM	L0.80/0.10 AND 0.91/0.97	1	4

PROJECT SPECIFIC MAINTENANCE AGREEMENT
WITH THE CITY OF DEL REY OAKS
EXHIBIT A

SHEET INDEX

- 1 VICINITY MAP
- 2 LOCATION 1
- 3 LOCATION 2
- 4 TYPICAL SECTIONS



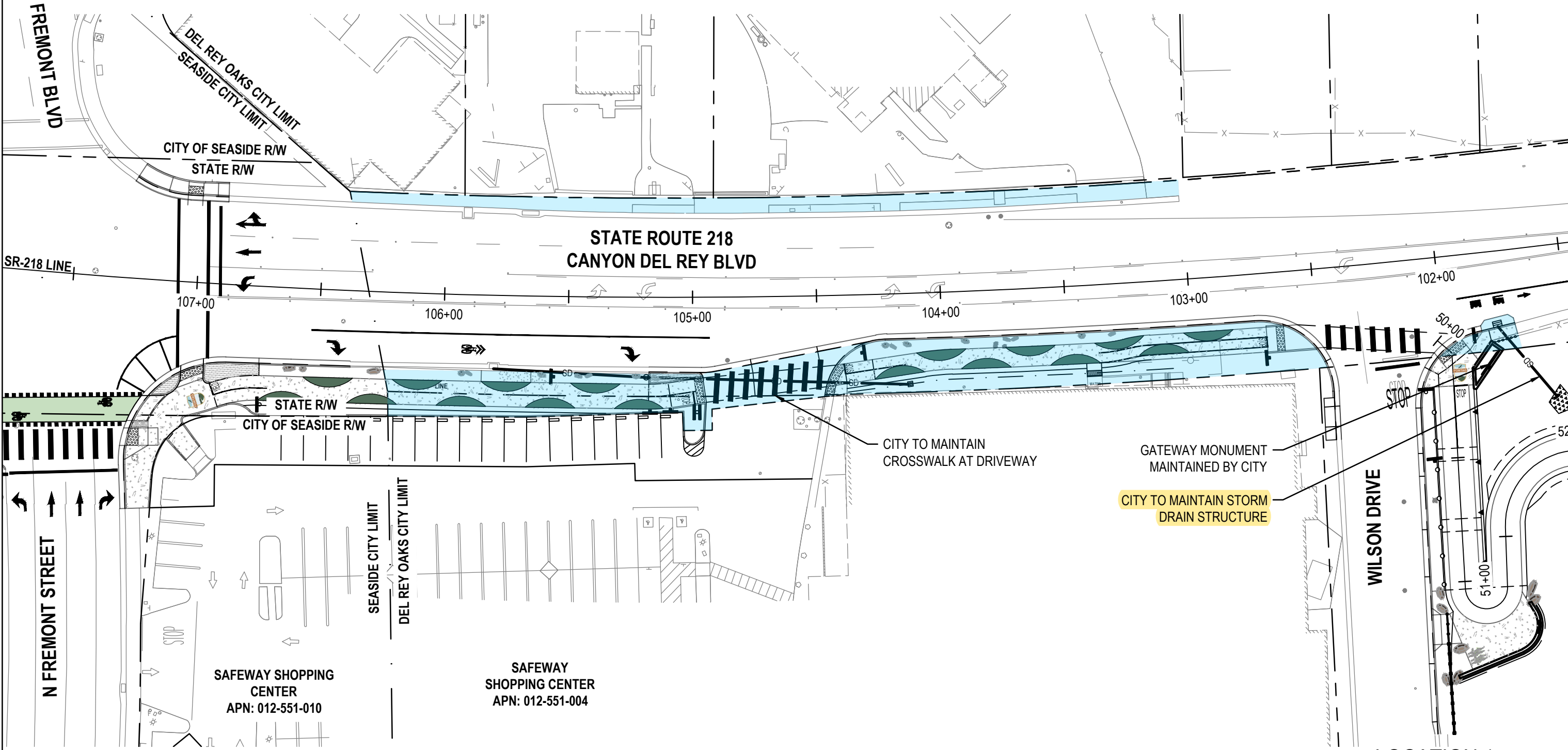
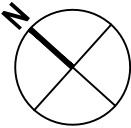
VICINITY MAP
NO SCALE

Dist	COUNTY	ROUTE	POST MILES TOTAL PROJECT	SHEET No.	TOTAL SHEETS
05	MON	218 PM	L0.80/0.10 AND 0.91/0.97	2	4

PROJECT SPECIFIC MAINTENANCE AGREEMENT
WITH THE CITY OF DEL REY OAKS
EXHIBIT A

LEGEND

CITY OF DEL REY OAKS
MAINTAINED AREAS



LOCATION 1

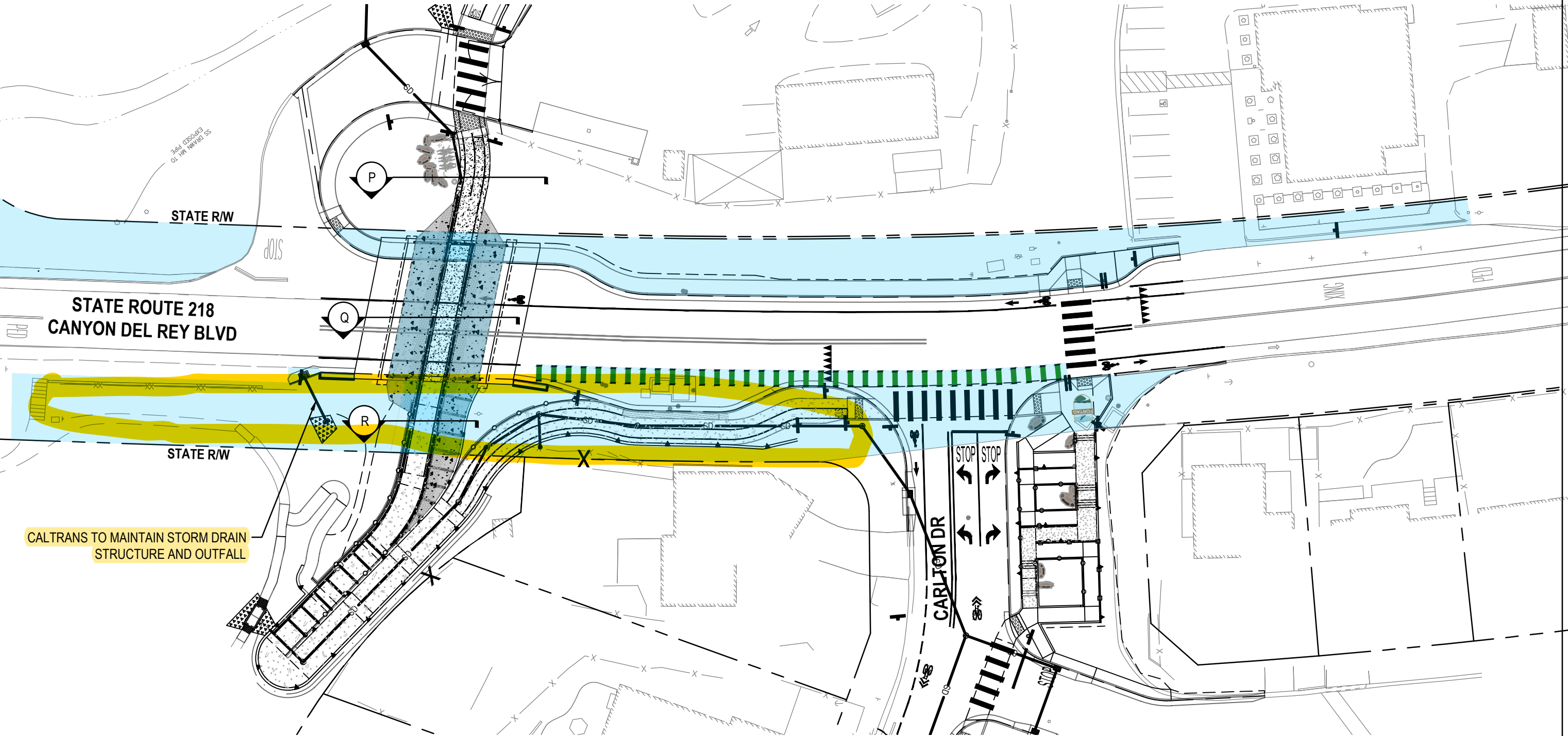
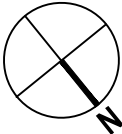
1"=40'

Dist	COUNTY	ROUTE	POST MILES TOTAL PROJECT	SHEET No.	TOTAL SHEETS
05	MON	218 PM	0.80/0.10 AND 0.91/0.97	3	4

PROJECT SPECIFIC MAINTENANCE AGREEMENT
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CITY OF DEL REY OAKS
MAINTAINED AREAS



LOCATION 2

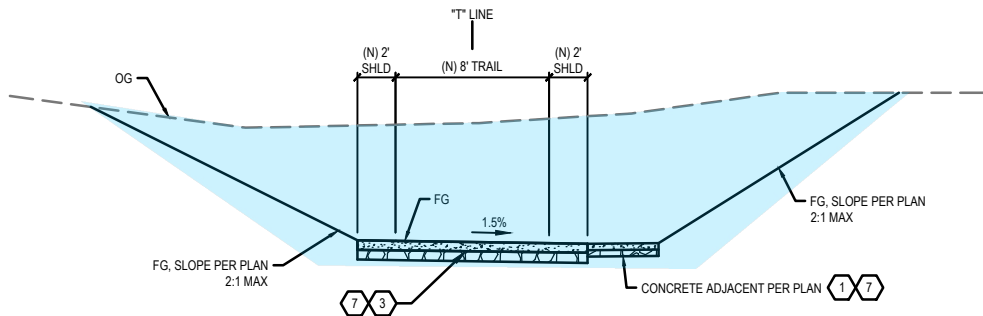
1"=40'

Dist	COUNTY	ROUTE	POST MILES TOTAL PROJECT	SHEET No.	TOTAL SHEETS
05	MON	218 PM	L0.80/0.10 AND 0.91/0.97	4	4

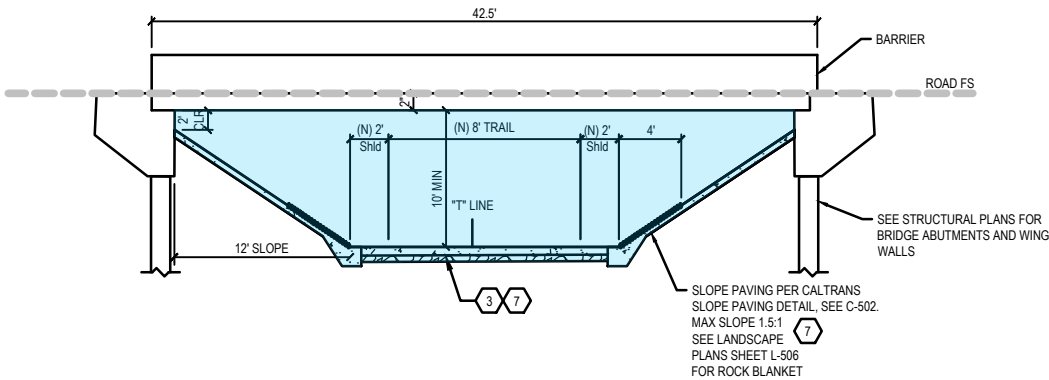
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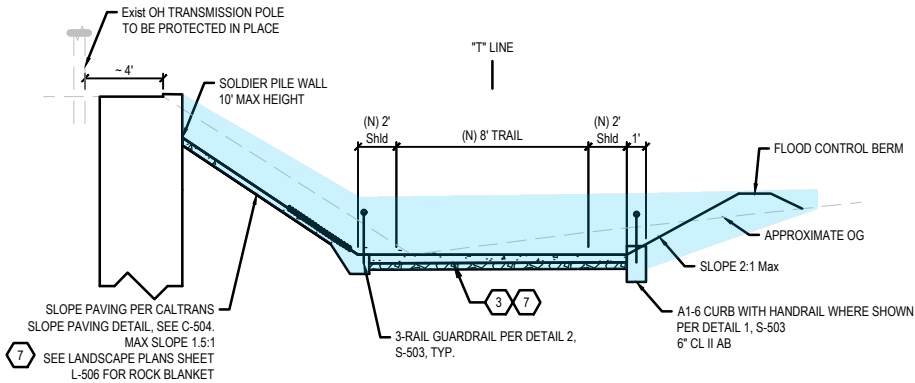
CITY OF DEL REY OAKS
MAINTAINED AREAS



P SOUTHERN UNDERCROSSING APPROACH
NOT TO SCALE "T" LINE STA 200+40 TO 200+82



Q TRAIL UNDER SR 218
NOT TO SCALE "T" LINE STA 200+82 TO 201+41



R TRAIL UNDER SR 218 - NORTHERN APPROACH
NOT TO SCALE "T" LINE STA 201+41 TO 202+07

TYPICAL SECTIONS
NOT TO SCALE