

CITY OF SANTA ROSA  
CITY COUNCIL

TO: MAYOR AND CITY COUNCIL  
SUBJECT: 6<sup>TH</sup> STREET/STATE ROUTE (SR) 101 FREEWAY  
MAINTENANCE AGREEMENT  
STAFF PRESENTER: DAVID VANDEVEER, ASSOCIATE CIVIL ENGINEER  
TRANSPORTATION AND PUBLIC WORKS  
  
AGENDA ACTION: RESOLUTION

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ISSUE(S)

Should the City Council by resolution approve the zero cost State of California Department of Transportation 6<sup>th</sup> Street/State Route (SR) 101 freeway maintenance agreement?

COUNCIL GOALS AND STRATEGIES



This agreement relates to the following Council Goals and Strategies:

Goal 2: Promote a City Organization that is Sustainable and Maintains Employee Morale, Productivity, and Effectiveness.

Strategic Objective 3: Consider reorganizations and sharing of services between agencies to improve productivity and efficiency.

This agreement shares the maintenance of the freeway undercrossing at 6<sup>th</sup> Street and State Route (SR) 101 with the State of California Department of Transportation.

BACKGROUND

1. On July 3, 1979 the State and the City entered into a freeway agreement for the portion of Highway 101 from Santa Rosa Creek to 0.5 miles north of Mendocino Avenue.
2. On May 3, 2011 Exhibit A to the July 3, 1979 freeway agreement was revised through City Council resolution to show the construction of 6<sup>th</sup> Street/State Route (SR) separation.
3. The construction of 6<sup>th</sup> Street/Route 101 separation has been completed and the City has resumed control over each of the affected City streets.

### ANALYSIS

1. The 6<sup>th</sup> St/State Route (SR) 101 freeway agreement outlines the control and maintenance of each of the affected relocated or reconstructed City streets.
2. The City Attorney has reviewed and approved the agreement.
3. There is no exchange of funds as a result of this agreement.

### RECOMMENDATION

This resolution, recommended by the Transportation and Public Works Department, approves the freeway maintenance agreement and authorizes the Mayor to sign the agreement for the 6<sup>th</sup> Street/State Route (SR) 101.

Author: David Vandever, Associate Civil Engineer

Attachments: Freeway Maintenance Agreement

**FREEWAY MAINTENANCE AGREEMENT WITH  
CITY OF SANTA ROSA**

THIS AGREEMENT is made and entered into in duplicate, effective this \_\_\_\_\_ day of \_\_\_\_\_, 2013, by and between the State of California, acting by and through its Department of Transportation, hereinafter referred to as "STATE" and the City of Santa Rosa, hereinafter referred to as "CITY," and collectively referred to as "PARTIES."

WITNESSETH:

- A. WHEREAS, on July 3, 1979 a Freeway Agreement was executed between CITY and STATE, wherein the PARTIES consented to certain adjustments of the local street and road system required for the development of that portion of State Highway Route 101 within the jurisdictional limits of the City of Santa Rosa as a freeway; and
- B. WHEREAS, on May 3, 2011, Exhibit A to the July 3, 1979 Freeway Agreement was revised through City council resolution to show the construction of 6<sup>th</sup> Street/ State Route (SR) 101 separation; and
- C. WHEREAS, recent adjustments to said freeway have now been completed, or are nearing completion, and the PARTIES hereto mutually desire to clarify and revise the division of maintenance, as defined in section 27 of the California Streets and Highways Code, and their respective responsibilities as to separation structures and local CITY streets and roads, or portions thereof, and landscaped areas lying within or outside those modified freeway limits; and
- D. WHEREAS, pursuant to Section 5 of the above July 3, 1979 Freeway Agreement, CITY has resumed or will resume control and maintenance over each of the affected relocated or reconstructed CITY streets, except for those portions adopted as a part of the freeway proper.

NOW THEREFORE, IT IS AGREED:

- 1. CITY agrees to continue its control and maintenance of each of the affected relocated or reconstructed CITY streets and roads as shown on that plan map attached hereto, marked Exhibit A, and made a part hereof by this reference.
- 2. STATE agrees to continue control and maintenance of those portions adopted as a part of SR 101 Freeway proper as shown in Exhibit A.
- 3. When another planned future improvement has been constructed and/or a minor revision has been effected within the limits of the freeway herein described which will affect the PARTIES' division of maintenance responsibility as described herein, STATE will provide a new dated and revised Exhibit A, which will be made a part hereof by an amendment to this Agreement when executed by all PARTIES, which will thereafter supersede the attached original Exhibit A and become part of this Agreement.

4. CITY and STATE agree to accept their then respective operational and maintenance responsibilities and related associated costs thereof in the event jurisdictional boundaries of the PARTIES should change and Exhibit A is amended to reflect those changes.
5. CITY must obtain the necessary Encroachment Permits from STATE's District 4 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.
6. VEHICULAR AND PEDESTRIAN UNDERCROSSINGS

- A. STATE will maintain the structure proper of all STATE-constructed vehicular and pedestrian undercrossings of STATE freeways while the roadway sections, including the traveled way, shoulders, curbs, sidewalks, wall surfaces (including eliminating graffiti), drainage installations, landscaping & irrigations, lighting installations and traffic service facilities that may be required for the benefit or control of traffic using that undercrossing will be maintained by CITY.
- B. CITY will request STATE's District Transportation Permit Engineer or Office to issue the necessary Encroachment Permit for any proposed change in minimum vertical clearances between the traveled way portion of the under roadway surface and the structure that results from modifications to the under roadway (except when said modifications are made by STATE). If the planned modifications will result in a reduction in the minimum clearance within the traveled way, an estimate of the clearance reduction must be provided to STATE's District Transportation Permit Engineer prior to starting work. Upon completion of that work, a clearance diagram will be furnished to STATE's District Transportation Permit Engineer that shows revised minimum clearances for all affected movements of traffic, both at the edges of the traveled way and at points of minimum clearance within the traveled way.

#### 7. LANDSCAPED AREAS ADJACENT TO CROSSING STRUCTURES

Responsibility for the maintenance of any plantings or other types of roadside development lying outside of the fenced right of way area reserved for exclusive freeway use shall lie with CITY and not with STATE.

#### 8. INTERCHANGE OPERATON

It is STATE's responsibility to provide efficient operation of freeway interchanges, including ramp connections to local streets and roads.

#### 9. LEGAL RELATIONS AND RESPONSIBILITIES:

- A. 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.

- B. 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 arising under this Agreement. It is understood and agreed that STATE shall fully defend, indemnify and save 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 and other theories or assertions of liability occurring by reason of anything done or omitted to be done by STATE under this Agreement.
- C. 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 and arising 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, 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.
- D. Prevailing Wage Requirements: 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, repair or maintenance CITY 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. CITY agrees to include prevailing wage requirements in its contracts for public work. Work performed by CITY's own forces is exempt from the Labor Code's Prevailing Wage requirements.
- E. Prevailing Wage 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). Subcontracts shall include all prevailing wage requirements set forth in CITY's contracts.
- F. Insurance  
CITY and its 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 additional insureds 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 Department that shall be delivered to Department with a signed copy of this Agreement.

10. EFFECTIVE DATE

This Agreement shall be effective upon the date appearing on its face and shall remain in full force and effect until amended or terminated at any time upon mutual consent of the parties. It being understood and agreed, however, that the execution of this Freeway Maintenance Agreement shall not affect any pre-existing obligations of CITY to maintain other designated areas until a written notice from STATE has been issued that work in such areas, which CITY has agreed to maintain pursuant to the terms of a Freeway Agreement, has been completed.

**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.

**CITY OF SANTA ROSA**

**STATE OF CALIFORNIA  
DEPARTMENT OF TRANSPORTATION**

By \_\_\_\_\_  
Mayor

MALCOLM DOUGHERTY  
Director

ATTEST:

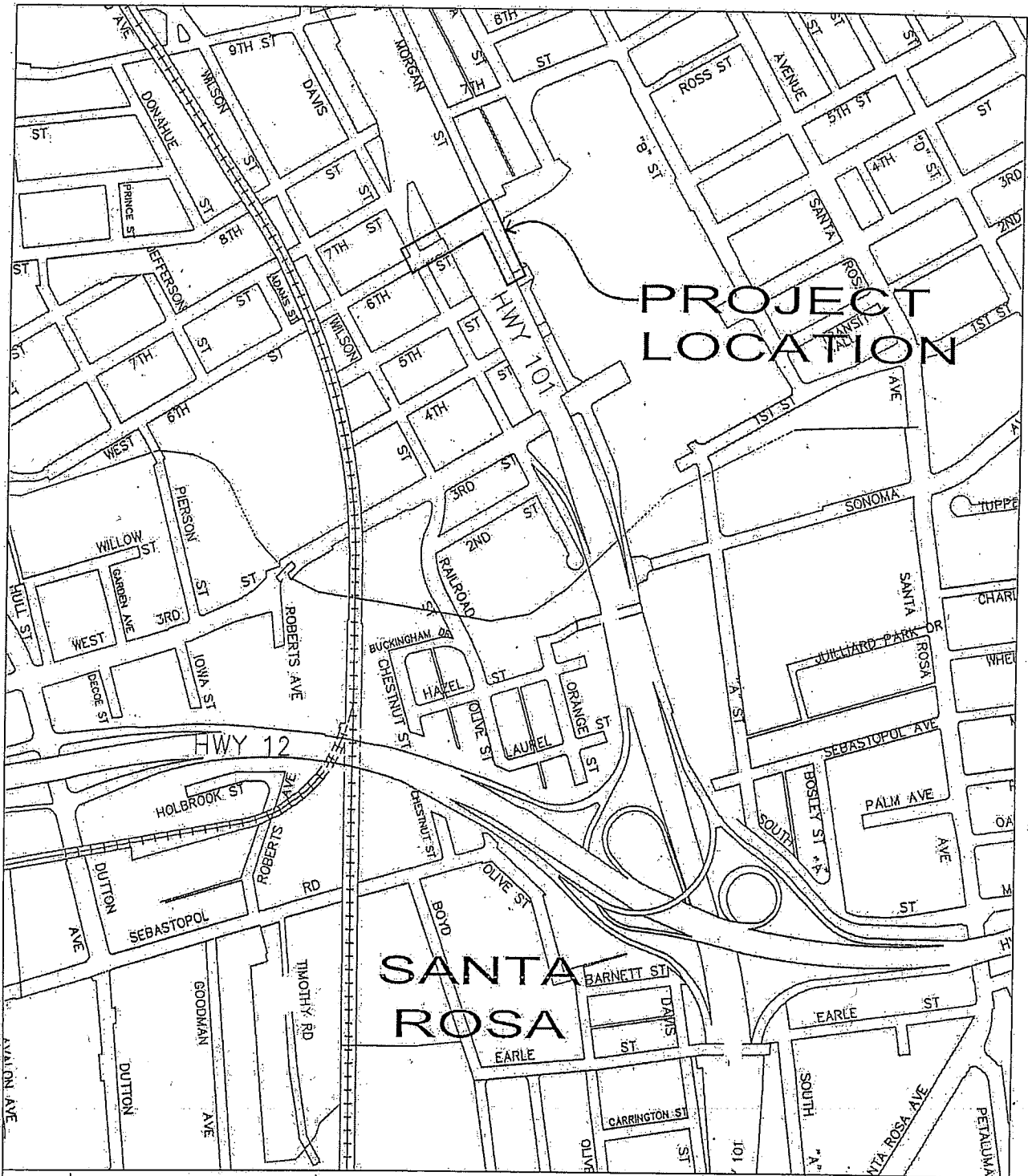
BY \_\_\_\_\_  
City Clerk

By \_\_\_\_\_ Date  
NADER ESHGHIPOUR  
Deputy District Director  
Maintenance  
District 4

APPROVED AS TO FORM:

By \_\_\_\_\_  
Assistant City Attorney

EXHIBIT A



NO SCALE

SHEET 1 OF 2

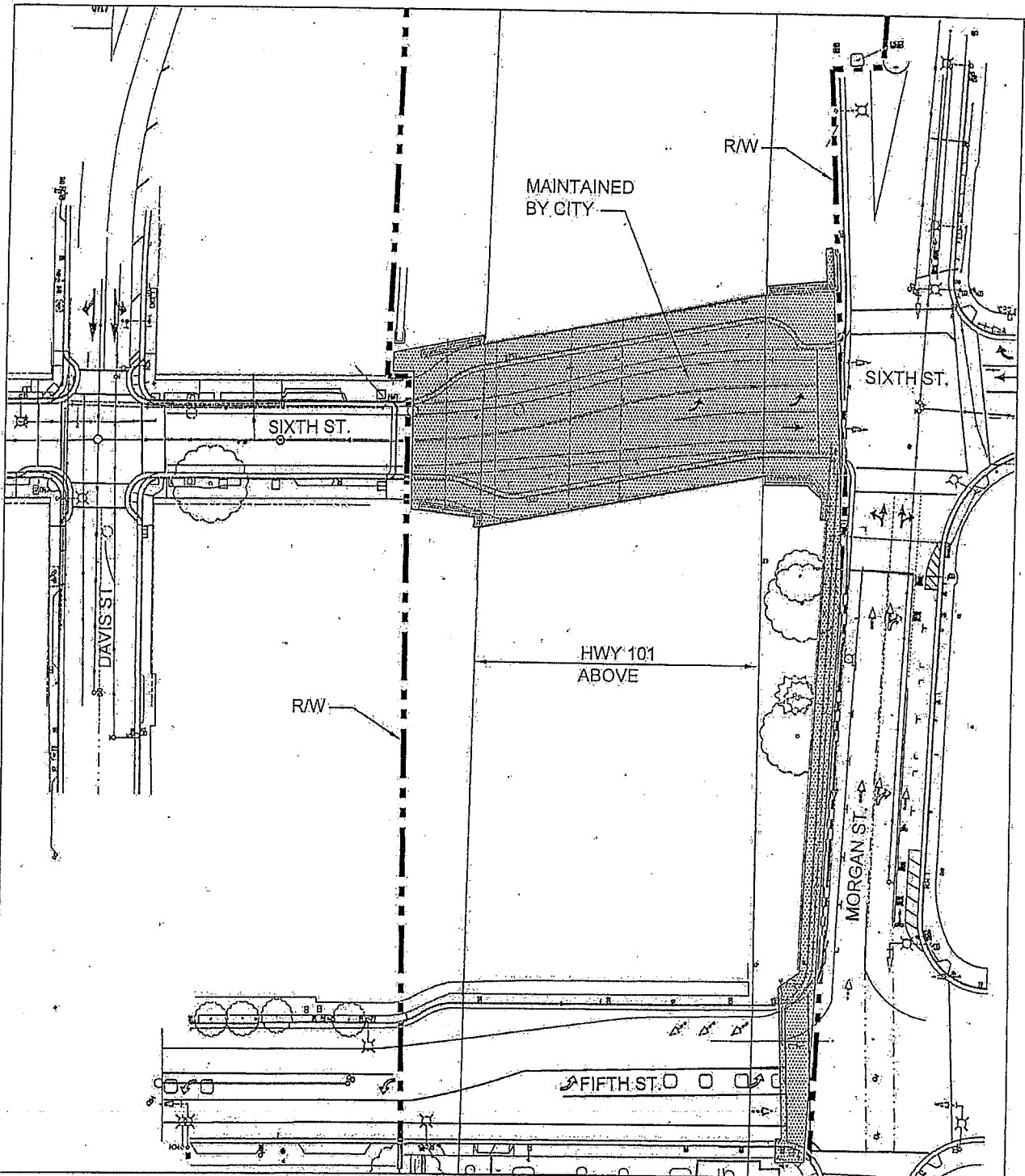
FREEWAY MAINTENANCE AGREEMENT WITH THE CITY OF SANTA ROSA

04-SON-101

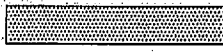
PM-20.27

DATE MAR. 10, 2011

EXHIBIT A



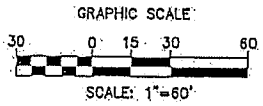
LEGEND



AREA MAINTAINED BY CITY OF SANTA ROSA



STATE ROW



SHEET 2 OF 2

FREWAY MAINTENANCE AGREEMENT WITH THE CITY OF SANTA ROSA

04-SON-101

PM-20:27

DATE MAR. 10, 2011