

RESOLUTION NO. 2012- 71

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ROHNERT PARK AUTHORIZING AND APPROVING AN AGREEMENT WITH THE STATE OF CALIFORNIA FOR ROHNERT PARK GOLF COURSE DRIVE UNDERCROSSING AND STATE HIGHWAY ROUTE 101 IMPROVEMENTS

WHEREAS, State Project EA 04-129654 will widen State Highway Route 101 (“SR 101”) from 4 to 6 lanes from Rohnert Park Expressway Overcrossing to Santa Rosa Avenue On-Ramp Overcrossing, including constructing a new undercrossing at Golf Course Drive and a new Golf Course Drive Off-Ramp Viaduct, replacing the Commerce Boulevard Viaduct, and modifying the ramps and local streets, collectively “PROJECT”;

WHEREAS, on June 11, 1957, and on June 30, 1958, separate freeway maintenance agreements were executed between STATE and County of Sonoma for SR 101 from PM 10.6 to 14.8, and from PM 14.8 to 19.5, respectively;

WHEREAS, on August 21, 2000, a Freeway Maintenance Agreement was executed between STATE and CITY to cover the reconstructed Rohnert Park Expressway Interchange, PM 13.7 to 14.1; and

WHEREAS, the PARTIES hereto mutually desire to clarify the division of maintenance responsibility, as defined in section 27 of the California Streets and Highway Code, and their respective responsibilities as to PROJECT upon completion of PROJECT construction, as to separation structures, and CITY streets or portions thereof and landscaped areas, within and outside the freeway limits.

WHEREAS, the City Council determined that the Project is exempt from the requirements of the California Quality Act (CEQA) pursuant to the following authority:

Section 15301 of the State CEQA Guidelines, the repair and maintenance of existing public or private structures, including existing highways, streets, and similar facilities, is Categorically Exempt from the provisions of CEQA (Class 1 – Existing Facilities). The project involves no expansion of an existing use. There are no federally listed or candidate species, or suitable habitat, or Critical Habitat within the construction area. There is no substantial evidence that there would be a significant adverse environmental impact associated with the project.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Rohnert Park that it does hereby authorize and approve an agreement by and between the State of California, acting by and through the Department of Transportation, and the City of Rohnert Park, a municipal corporation, for the freeway maintenance of the Rohnert Park Golf Course Drive Undercrossing and State Highway Route 101 Improvements.

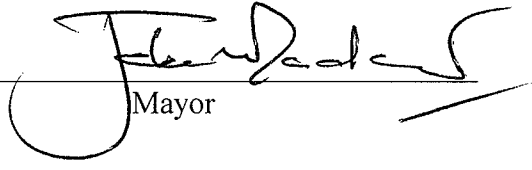
BE IT FURTHER RESOLVED that said agreement, when executed, together with the above said August 21, 2000, Agreement will cover SR 101 in the CITY from south to north city limits, and supersede the affected portions of the above said Freeway Maintenance Agreements (dated June 1, 1957, and June 30, 1958).

BE IT FURTHER RESOLVED that the City Manager is hereby authorized and directed to take all actions to effectuate this agreement for and on behalf of the City of Rohnert Park, including execution, if

necessary, in substantially similar form to the agreement attached hereto as Exhibit "A," subject to minor modifications by the City Manager or City Attorney.

DULY AND REGULARLY ADOPTED this 26th day of June, 2012.

CITY OF ROHNERT PARK



Mayor

ATTEST:



City Clerk



AHANOTU: Aye BELFORTE: Aye CALLINAN: Absent STAFFORD: Aye MACKENZIE: Aye
AYES: (4) NOES: (0) ABSENT: (1) ABSTAIN: (0)

**FREEWAY MAINTENANCE AGREEMENT WITH
CITY OF ROHNERT PARK**

THIS AGREEMENT, made and entered into in duplicate, effective this _____, day of _____, 20____, is by and between the State of California, acting by and through the Department of Transportation, hereinafter referred to as "STATE", and the City of Rohnert Park, hereinafter referred to as "CITY", together referred to as "PARTIES".

WITNESSETH:

1. WHEREAS, STATE Project EA 04-129654 will widen State Highway Route 101 ("SR 101") from 4 to 6 lanes from Rohnert Park Expressway Overcrossing to Santa Rosa Avenue On-Ramp Overcrossing, including constructing a new undercrossing at Golf Course Drive and a new Golf Course Drive Off-Ramp Viaduct, replacing the Commerce Boulevard Viaduct, and modifying the ramps and local streets, collectively "PROJECT", more fully described in Exhibit A, attached to and made a part of this agreement; and
2. WHEREAS, on June 11, 1957 and on June 30, 1958 separate freeway maintenance agreements were executed between STATE and County of Sonoma for SR 101 from PM 10.6 to 14.8, and from PM 14.8 to 19.5 respectively.
3. WHEREAS, on August 21, 2000, a Freeway Maintenance Agreement was executed between STATE and CITY to cover the reconstructed Rohnert Park Expressway Interchange, PM 13.7 to 14.1.
4. This Agreement when executed, together with the above said August 21, 2000 Agreement will cover SR 101 in the CITY from south to north city limits, and supersede the affected portions of the above said Freeway Maintenance Agreements (dated June 11, 1957 and June 30, 1958).
5. WHEREAS, the PARTIES hereto mutually desire to clarify the division of maintenance responsibility, as defined in section 27 of the California Streets and Highways Code, and their respective responsibilities as to PROJECT upon completion of PROJECT construction, as to separation structures, and CITY streets or portions thereof and landscaped areas, within and outside the freeway limits.

NOW THEREFORE, IT IS AGREED:

1. EXHIBIT A

Exhibit "A", consists of plan drawings that delineate the areas within the STATE right of way which are CITY's responsibility to maintain in accordance with this Agreement.

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.

2. VEHICULAR AND BIKE PATH UNDERCROSSINGS
(Golf Course Drive UC; Commerce Boulevard Viaduct; Golf Course Drive Off-Ramp Viaduct)

STATE will maintain the structure proper of all vehicular and bike path undercrossings of STATE freeways while the roadway sections, including the traveled way, shoulders, curbs, sidewalks, bike path pavement, metal beam guard rail, crash wall, and, drainage installations, 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 at CITY expense. CITY, at CITY expense, will be responsible for maintaining the surface appearance of surfaces of column, slope paving, bridge abutment walls (including eliminating graffiti).

CITY will inform STATE District Transportation Permit Engineer and obtain the necessary Encroachment Permit for any proposed change in minimum vertical clearances as defined in Caltrans Highway Design Manual 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 District Transportation Permit Engineer prior to starting work. Upon completion of that work, a clearance diagram will be furnished to STATE 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.

3. RETAINING WALLS

Responsibility for debris removal, cleaning and painting to keep CITY's side of any retaining wall structure as shown on Exhibit A free of debris, dirt and graffiti shall not lie with STATE and shall lie with the CITY.

4. REDWOOD DRIVE

CITY, at CITY expense, will be responsible for maintaining the portion of Redwood Drive located within STATE right of way, in its entirety.

5. LANDSCAPED AREAS ADJACENT TO CROSSING STRUCTURES

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

6. INTERCHANGE OPERATION

- A. It is the responsibility of the STATE to provide efficient operation of freeway interchanges including ramp connections to local streets and roads. Timing of traffic signals shall be the responsibility of STATE with the exception of site-specific locations as agreed to by CITY and STATE. At these locations, CITY will assume maintenance and operation responsibilities of the traffic signal, cabinet, and controller, safety lighting, or other electrically operated traffic control devices. CITY will furnish records and proposed subsequent timing changes to the STATE. CITY will await STATE approval before implementation.
- B. The cost of maintenance and energy costs for traffic signals, safety lighting, or other electrically operated traffic control devices shall be shared between STATE and CITY on a pro rata basis in the same ratio as the number of legs in the intersection under each jurisdiction bears to the total number of legs. The cost-sharing locations are as shown in Exhibit "B" which, by this reference, is made a part of this Agreement

7. LEGAL RELATIONS AND RESPONSIBILITIES

- A. Nothing in 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 the Agreement by imposing any standard of care with respect to the operation and maintenance of State Highways different from the standard of care imposed by law.
- B. 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 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 CITY under this Agreement.
- C. 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 STATE under or in connection with any work, authority or jurisdiction conferred upon STATE and arising under this Agreement. It is understood and agreed that STATE shall fully defend, indemnify and save harmless CITY and all 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.

D. 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, the

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 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 their 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 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 Department that shall be delivered to Department with a signed copy of this Agreement.

8. 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.

The 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 ROHNERT PARK

STATE OF CALIFORNIA
DEPARTMENT OF TRANSPORTATION

Mayor

MALCOLM DOUGHERTY
Director

Attest:

City Clerk

By _____ Date
NADER ESHGHIPOUR
Deputy District Director
District 4 -Maintenance

Approved as to Form and Procedure:

Approved as to form:

City Attorney



Attorney

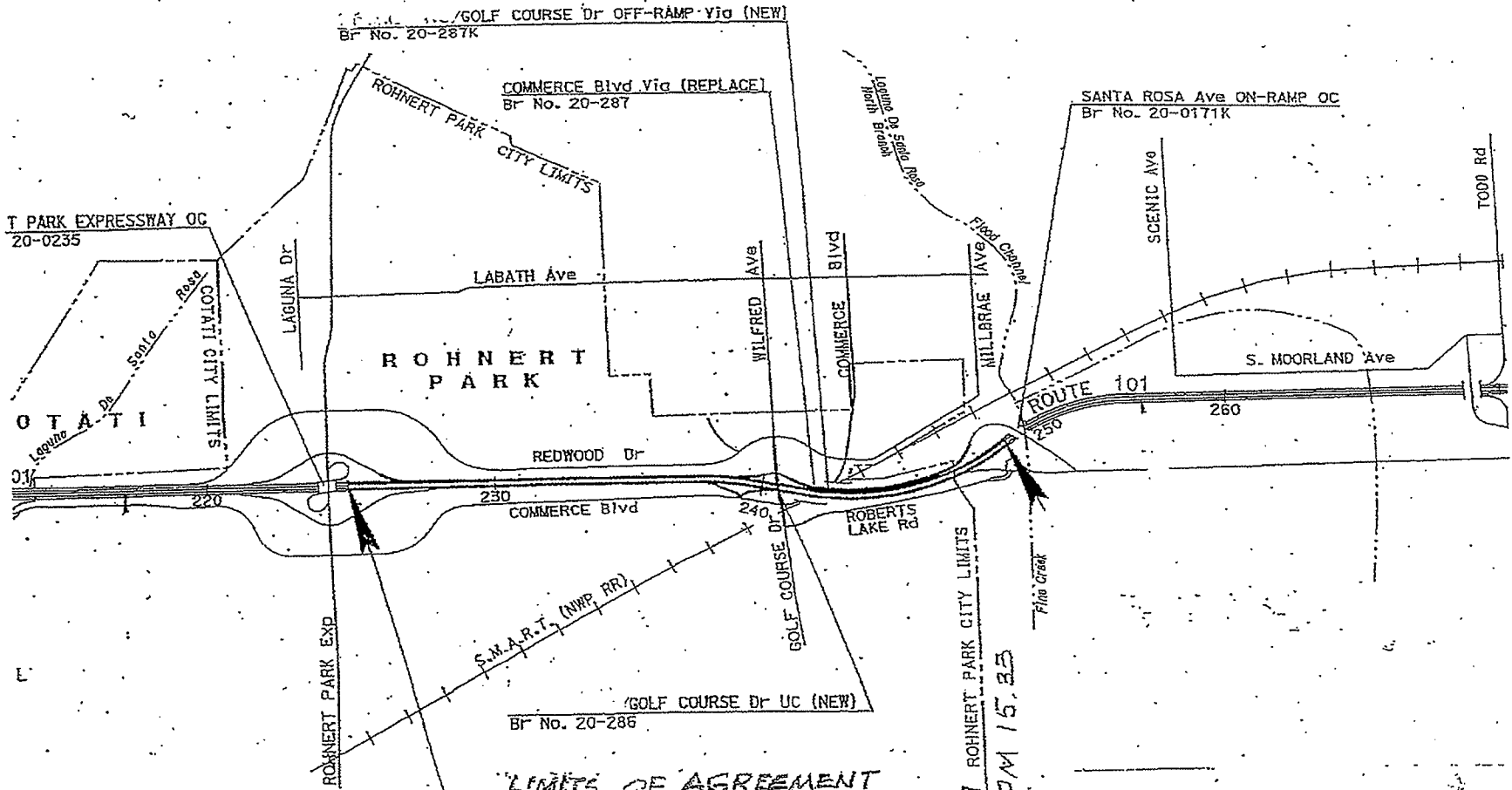
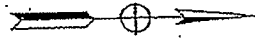


EXHIBIT A (Sheet 1 of J.)
LOCATION MAP

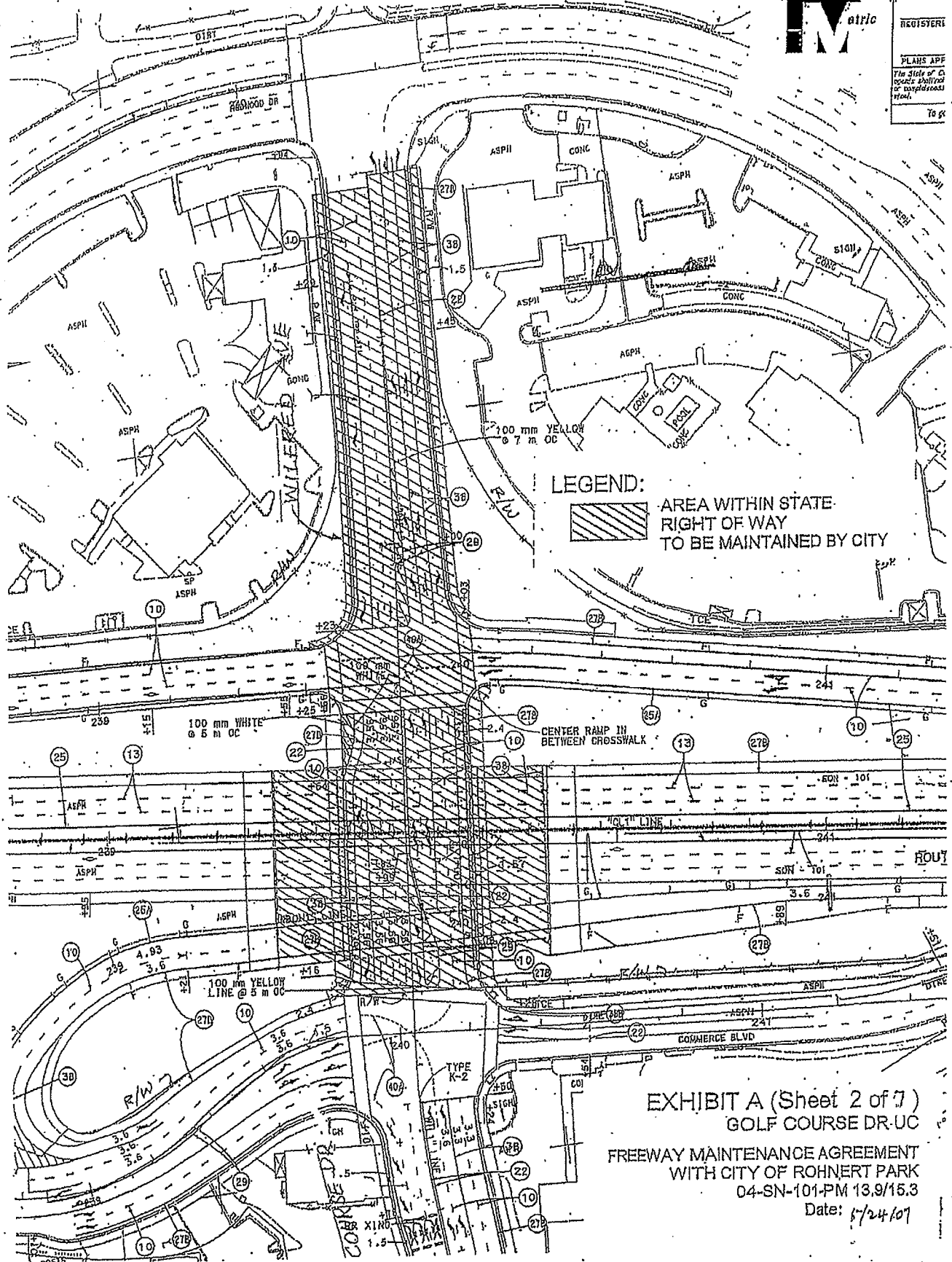
FREEWAY MAINTENANCE AGREEMENT
WITH CITY OF ROHNERT PARK
04-SN-101-PM 13.9/15.3
Date: 10/20/07



REGISTRY

PLANS APP
The State of California shall not be responsible for any errors or omissions in this plan.

To G



LEGEND:

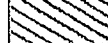
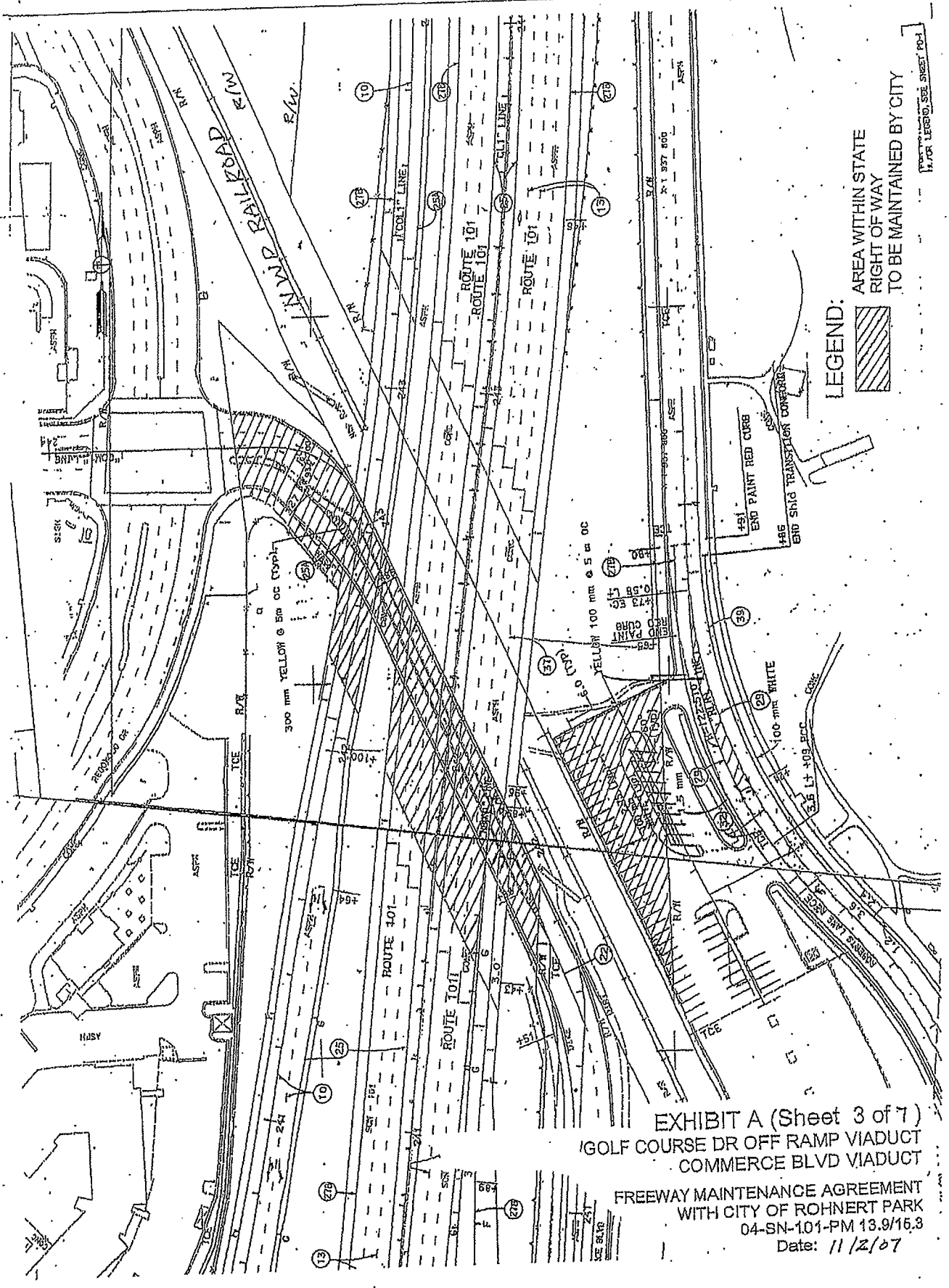
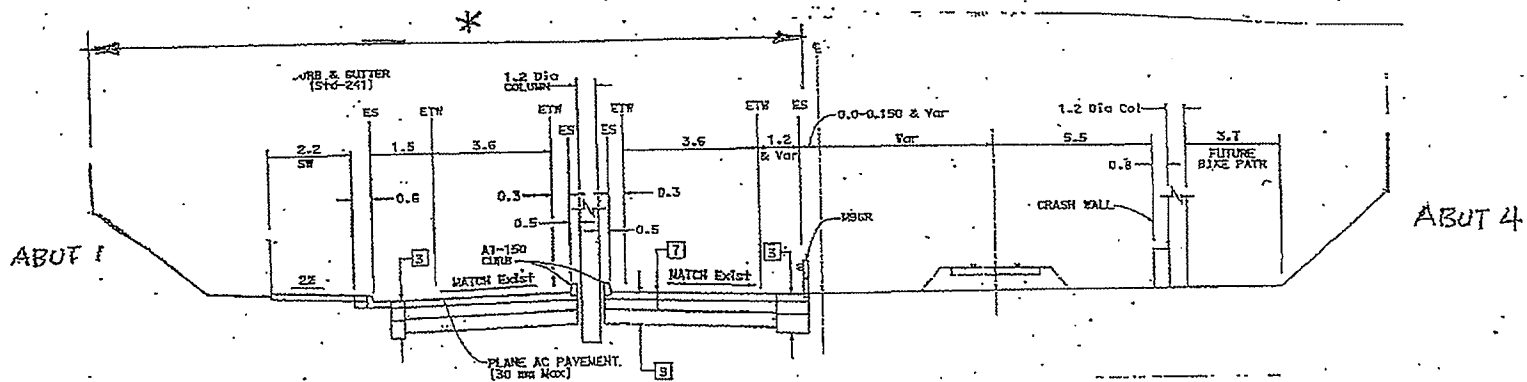
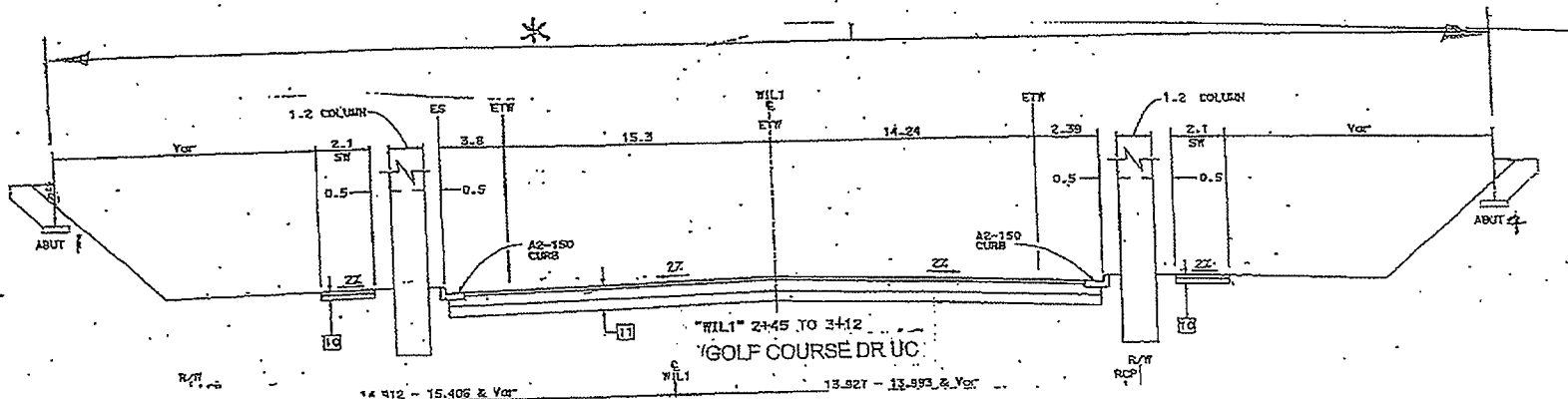
 AREA WITHIN STATE RIGHT OF WAY TO BE MAINTAINED BY CITY

EXHIBIT A (Sheet 2 of 7)
 GOLF COURSE DR-UC
 FREEWAY MAINTENANCE AGREEMENT
 WITH CITY OF ROHNERT PARK
 04-SN-101-PM 13.9/15.3
 Date: 8/24/07



LEGEND:
 [Hatched Box] AREA WITHIN STATE
 RIGHT OF WAY
 TO BE MAINTAINED BY CITY
 FOR LEGEND, SEE SHEET PD-1

EXHIBIT A (Sheet 3 of 7)
 GOLF COURSE DR OFF RAMP VIADUCT
 COMMERCE BLVD VIADUCT
 FREEWAY MAINTENANCE AGREEMENT
 WITH CITY OF ROHNERT PARK
 04-SN-101-PM 13.9/15.3
 Date: 11/2/07



* MAINTAINED BY CITY

"CON1" 24176 TO 243430
 COMMERCE BLVD VIADUCT

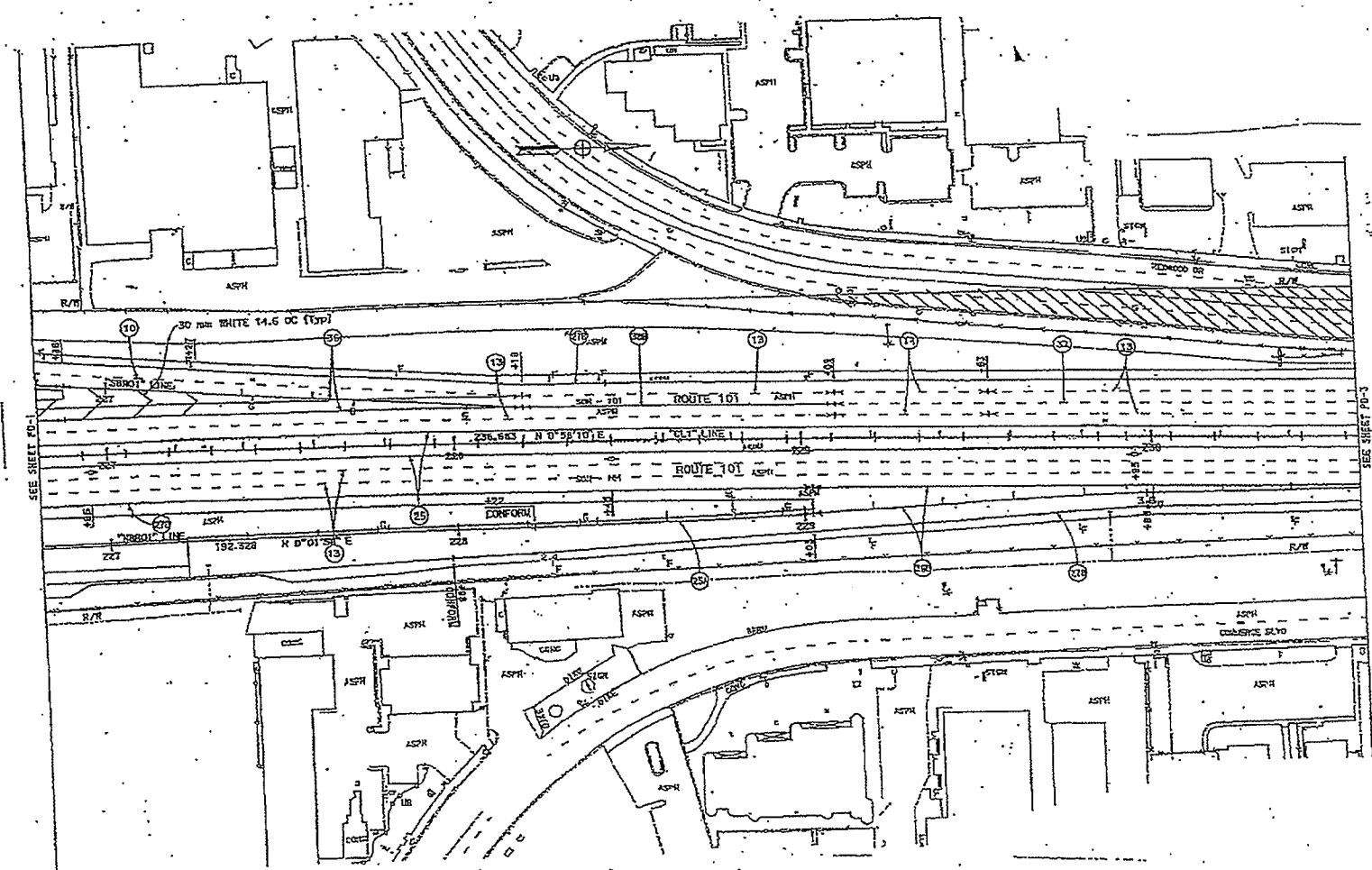
EXHIBIT A (Sheet 4 of 7)

SECTIONS
 GOLF COURSE DR UC AND
 COMMERCE BLVD VIADUCT

FREEWAY MAINTENANCE AGREEMENT
 WITH CITY OF ROHNERT PARK
 04-SN-101-PM 13.9/15.3

Date: 5/24/07

11/2/07



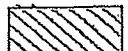
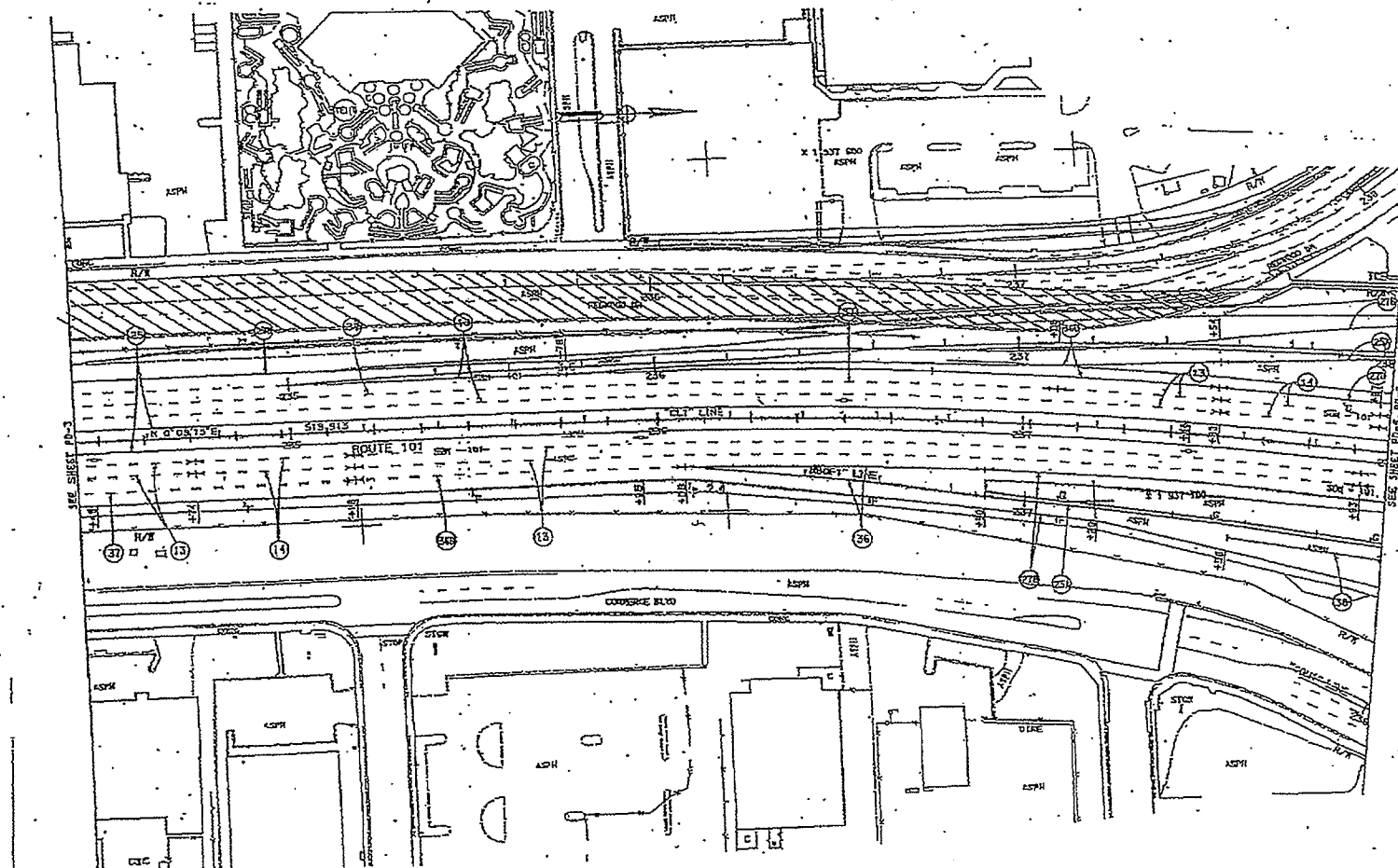
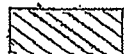
LEGEND:
 AREA WITHIN STATE
 RIGHT OF WAY
 TO BE MAINTAINED BY CITY

EXHIBIT A (Sheet 5 of 7)
REDWOOD DRIVE (Sheet 1/2)
 FREEWAY MAINTENANCE AGREEMENT
 WITH CITY OF ROHNERT PARK
 04-SN-101-PM 13.9/15.3
 Date: 5/24/07



LEGEND:



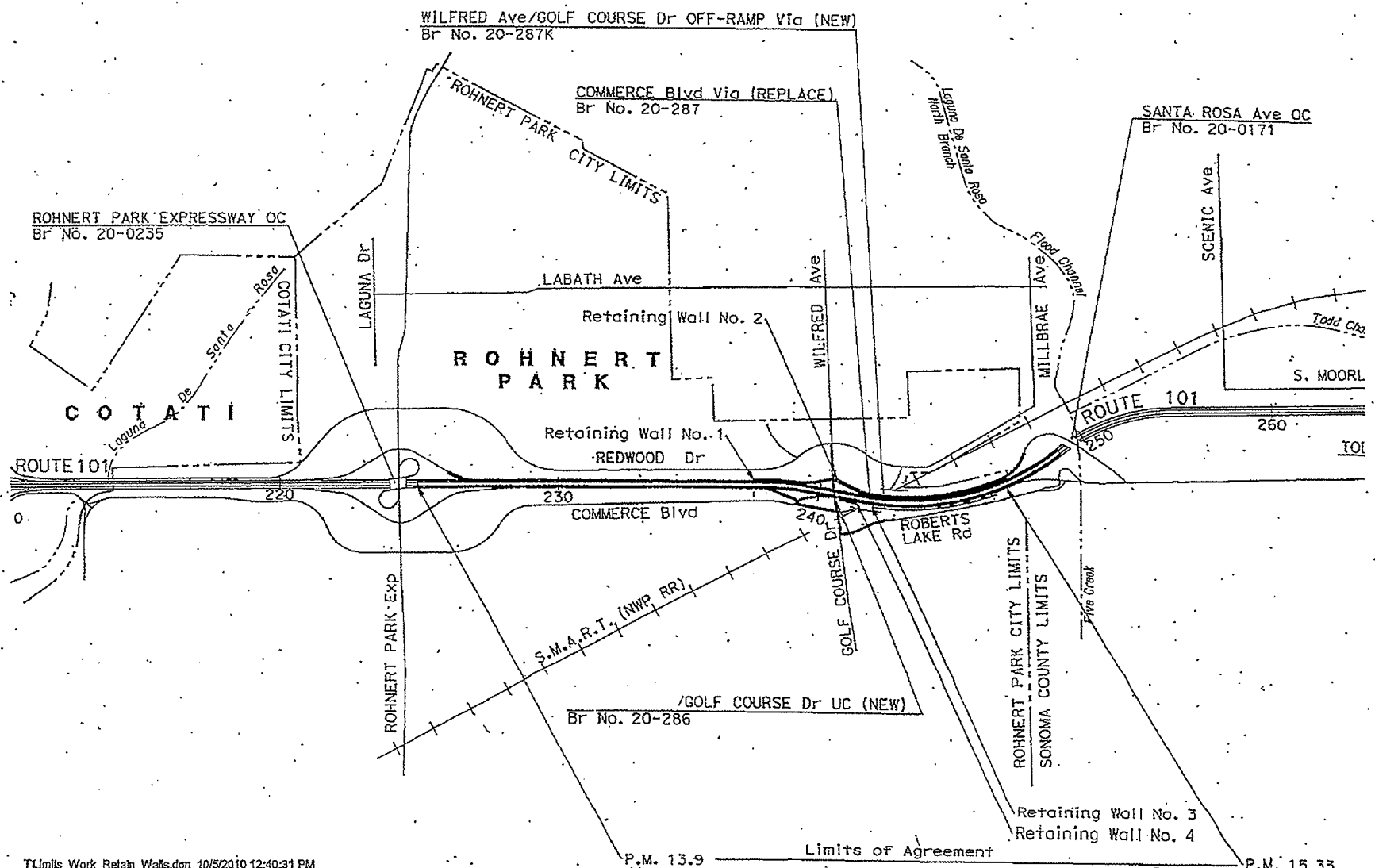
AREA WITHIN STATE
RIGHT OF WAY
TO BE MAINTAINED BY CITY

EXHIBIT A (Sheet 6 of 7)
REDWOOD DRIVE (Sheet 2/2)

FREEWAY MAINTENANCE AGREEMENT
WITH CITY OF ROHNERT PARK

04-SN-101-PM 13.9/15.3

Date: 5/24/07



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P.M. 13.9

Limits of Agreement

P.M. 15.33

Retaining Walls Locations

EXHIBIT A (Sheet 2 of 3)
 /GOLF COURSE DR-UC
 FREEWAY MAINTENANCE AGREEMENT
 WITH CITY OF ROHNERT PARK
 04-SN-101-PM 13.9/15.3
 Date: 10/5/2010