



Town Council Agenda Report

Date: February 25, 2020 Item No. 3

To: Honorable Mayor and Town Council

Subject: APPROVE THE “PROJECT SPECIFIC MAINTENANCE AGREEMENT FOR RETAINING WALLS IN THE TOWN OF APPLE VALLEY”.

From: Douglas Robertson, Town Manager

Submitted by: Brad Miller, Town Engineer
Engineering Department

Budgeted Item: Yes No N/A

RECOMMENDED ACTION

Approve the “Project Specific Maintenance Agreement for Retaining Walls in The Town of Apple Valley”.

BACKGROUND

As a result of the upcoming State Route 18/Apple Valley Road Intersection Realignment Project, the State Department of Transportation (Caltrans) provided the Town with a Project Specific Maintenance Agreement for Retaining Walls. This agreement, between Caltrans and the Town, establishes maintenance responsibilities for retaining walls, barrier and textured paving within the State Right-of Way.

The Town agrees to maintain retaining walls, barrier and textured paving within the agreement limits as shown on its Exhibit “A”. Maintenance includes cleaning, painting, removal of dirt, debris, graffiti, weeds and any deleterious item or material, in an expeditious manner, at no cost to the State.

The State agrees to maintain, at its expense, the entire structure of any Town constructed retaining wall and barrier of State Route 18.

ANALYSIS

Engineering Department staff has reviewed the “Project Specific Maintenance Agreement for Retaining Walls in The Town of Apple Valley” and verified that the information included therein is correct.

For the reason mentioned above, staff recommends that Council approves the “Project Specific Maintenance Agreement for Retaining Walls in The Town of Apple Valley”.

FISCAL IMPACT

There is no immediate cost associated with this agreement. However, future costs will occur as maintenance is required.

ATTACHMENTS

- A. "Project Specific Maintenance Agreement for Retaining Walls in The Town of Apple Valley"
- B. Exhibit "A".

Attachment A

“Project Specific Maintenance Agreement for Retaining Walls in The Town of Apple Valley”

**PROJECT SPECIFIC MAINTENANCE AGREEMENT
FOR RETAINING WALLS IN THE TOWN OF APPLE VALLEY**

THIS AGREEMENT is made effective this _____ day of _____, 2020, by and between the State of California, acting by and through the Department of Transportation, hereinafter referred to as "STATE" and the town of Apple Valley; hereinafter referred to as "TOWN" and collectively referred to as "PARTIES".

SECTION I

RECITALS

1. TOWN intends to maintain retaining walls, concrete barriers, and textured paving within the STATE right of way on State Route 18 (SR-18) hereinafter referred to as "PROJECT", and PARTIES hereto mutually desire to identify the maintenance responsibilities for improvements of PROJECT constructed under Encroachment Permit Number _____.
2. This Agreement addresses TOWN responsibility for the retaining walls RW-1, RW-2 and RW-4 (referred to as "RETAINING WALLS"), concrete barrier type 60M, type 60MD, type 842 (MOD) (referred to as "BARRIERS") and 4.2" concrete textured paving (referred to as "TEXTURED PAVING") placed within STATE right of way on SR-18, as shown in Exhibit A, attached to and made part of this Agreement.

NOW THEREFORE, IT IS AGREED AS FOLLOWS:

SECTION II

AGREEMENT

1. In consideration of the mutual covenants and promises herein contained, TOWN and STATE agree as follows:
 - 1.1. Exhibit "A" consists of plan drawings that delineate the areas within STATE right of way which are the responsibility of the TOWN to maintain in accordance with this Agreement.
 - 1.2. When a change to this Agreement is necessary, PARTIES will execute a formal amendment in writing by and through their authorized representative.
2. TOWN's obligation hereunder, at TOWN's expense, include the following:

- 2.1. To maintain RETAINING WALLS and BARRIERS within the Agreement limits of the STATE highway right of way, as shown in Exhibit "A." Maintenance includes, but is not limited to keeping TOWN's side of any RETAINING WALLS and BARRIERS free of dirt, debris, graffiti, weeds, and any deleterious item or material in an expeditious manner.
- 2.2. To maintain all TEXTURED PAVING within the Agreement limits of the STATE highway right of way, as shown on Exhibit "A." Maintenance includes, but is not limited to the repair, replacement, and the removal of dirt, debris, graffiti, weeds, and any deleterious item or material in an expeditious manner.
- 2.3. TOWN shall maintain RETAINING WALLS, BARRIERS and TEXTURED PAVING conforming to those plans pre-approved by STATE.
- 2.4. TOWN must obtain the necessary Encroachment Permits from STATE's District 8 Encroachment Permit Office prior to entering STATE right of way to perform TOWN maintenance responsibilities. This permit will be issued at no cost to TOWN.
- 2.5. TOWN contractors will be required to obtain an Encroachment Permit prior to the start of any work within STATE's right of way.
- 2.6. 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.
- 2.7. TOWN shall ensure RETAINING WALLS, BARRIERS AND TEXTURED PAVING are provided with adequate scheduled routine maintenance. TOWN shall coordinate said maintenance with STATE prior to the start of any work.
- 2.8. All work by or on behalf of TOWN will be done at no cost to STATE.
3. STATE shall have the following obligations and rights under this agreement:
 - 3.1. STATE will maintain, at STATE expense, the entire structure of any TOWN constructed RETAINING WALLS and BARRIERS of SR-18.
 - 3.2. May provide TOWN with timely written notice of unsatisfactory conditions that require correction by the TOWN. However, the non-

receipt of notice does not excuse TOWN from maintenance responsibilities assumed under this Agreement.

3.3. Issue encroachment permits to TOWN at no cost to them.

4. LEGAL RELATIONS AND RESPONSIBILITIES

4.1. 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.

4.2. Neither TOWN 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 save harmless TOWN and all of their 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.

4.3. 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 TOWN under or in connection with any work, authority or jurisdiction conferred upon TOWN under this Agreement. It is understood and agreed that TOWN 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 section 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 TOWN under this Agreement.

5. PREVAILING WAGES:

5.1. 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. TOWN 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. TOWN agrees to include prevailing wage requirements in its contracts for public work. Work performed by TOWN own forces is exempt from the Labor Code's Prevailing Wage requirements.

- 5.2. Requirements in Subcontracts - TOWN 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 TOWN contracts.

6. INSURANCE

- 6.1. SELF-INSURED - TOWN is self-insured. TOWN agrees to deliver evidence of self-insured coverage providing general liability insurance, 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 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 in a form satisfactory to STATE, along with a signed copy of the Agreement.
- 6.2. SELF-INSURED using Contractor - If the work performed on this Project is done under contract TOWN 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 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.
7. TERMINATION - This Agreement may be terminated by timely mutual written consent by PARTIES, or by STATE for cause. TOWN's failure to comply with the provisions of this Agreement may be grounds for a Notice of Termination by STATE.

8. 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 by Article 7 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 TOWN OF APPLE VALLEY

STATE OF CALIFORNIA
DEPARTMENT OF TRANSPORTATION

By: _____
Mayor

TOKS OMISHAKIN
Director of Transportation

Initiated and Approved

By: _____
Town Manager

By: _____
Jim A. Rogers
Acting Deputy District Director
Maintenance

ATTEST:

By: _____
Town Clerk

As to Form and Procedure:

By: _____
Town Attorney

By: _____
Attorney
Department of Transportation

Attachment B

EXHIBIT "A"

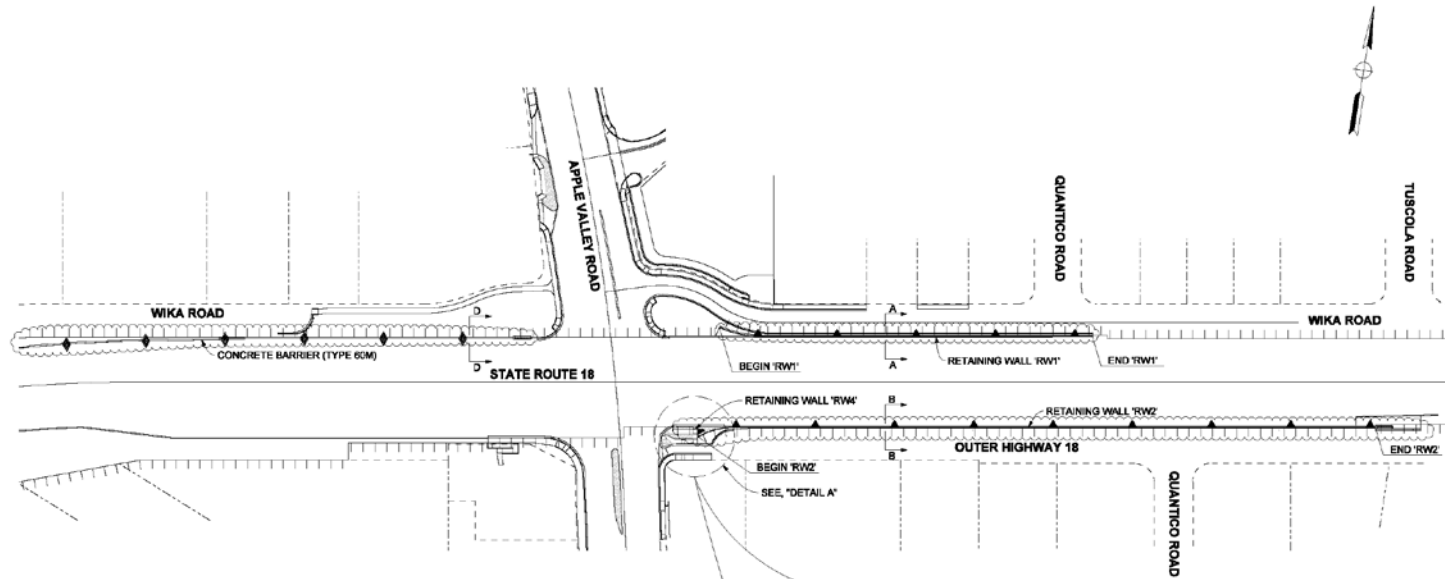
Plan maps showing SR-18 Highway proper and Town road/facilities

Exhibit "A" includes:

1. Index Location Map
2. Retaining Wall and Barrier Details
3. Retaining Wall Architectural Treatment
4. Textured Paving Details

DIST	COUNTY	ROUTE	POST MILES	SHEET NO.	TOTAL SHEETS
08	SBD	18	94.2 - 94.6	1	4

PROJECT SPECIFIC MAINTENANCE AGREEMENT WITH TOWN OF APPLE VALLEY



LEGEND:

- STATE RW
- ◆ CONCRETE BARRIER (TYPE 60M)
- ▲ RETAINING WALLS (RW1, RW2, & RW4)
- ▨ TEXTURED PAVING
- ⋈ AREA WITHIN HIGHWAY RW LIMITS TO BE MAINTAINED BY TOWN OF APPLE VALLEY

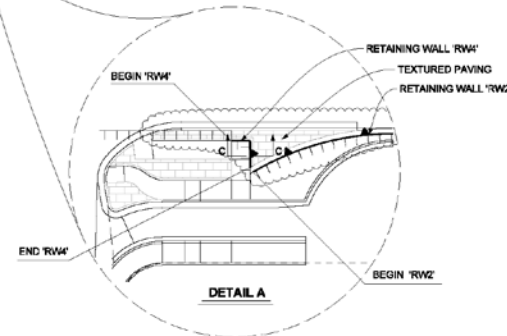
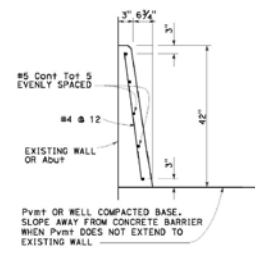
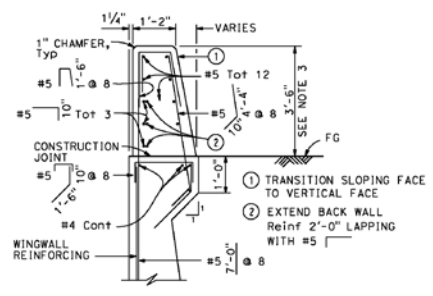


EXHIBIT A
NO SCALE

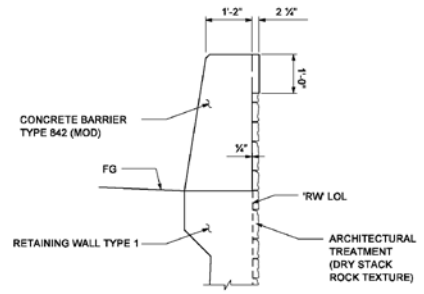
DIST	COUNTY	ROUTE	POST MILES	SHEET NO.	TOTAL SHEETS
08	SBD	18	94.2 - 94.6	2	4



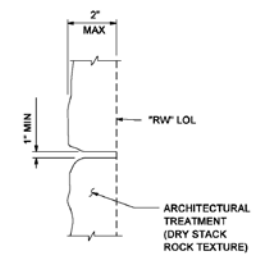
CONCRETE BARRIER TYPE 60MD
NO SCALE



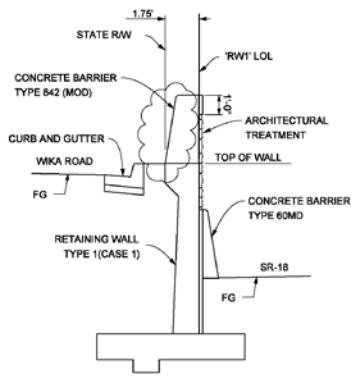
CONCRETE BARRIER TYPE 842 (MOD)
NO SCALE



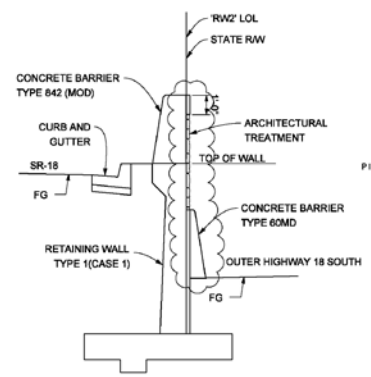
**CONCRETE BARRIER TYPE 842 (MOD)
ARCHITECTURAL TREATMENT DETAIL
FOR 'RW1' & 'RW2'**
NO SCALE



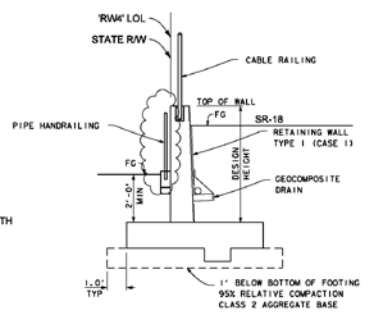
ARCHITECTURAL TREATMENT DETAIL
NO SCALE



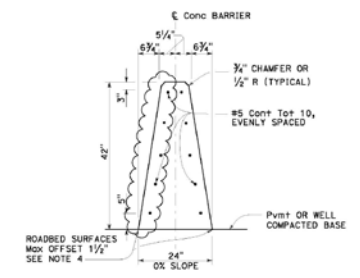
'RW1' SECTION A-A
NO SCALE



'RW2' SECTION B-B
NO SCALE



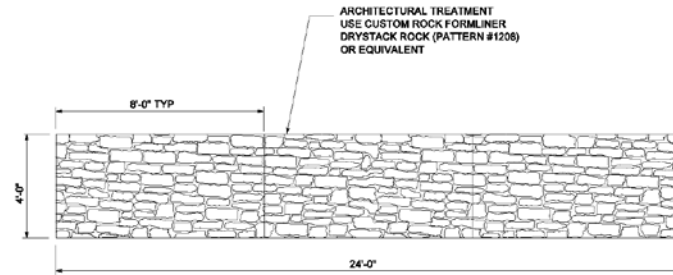
'RW4' SECTION C-C
NO SCALE



**CONCRETE BARRIER TYPE 60M
SECTION D-D**
NO SCALE

EXHIBIT A

DIST	COUNTY	ROUTE	POST MILES	SHEET NO.	TOTAL SHEETS
08	SBD	18	94.2 - 94.6	3	4

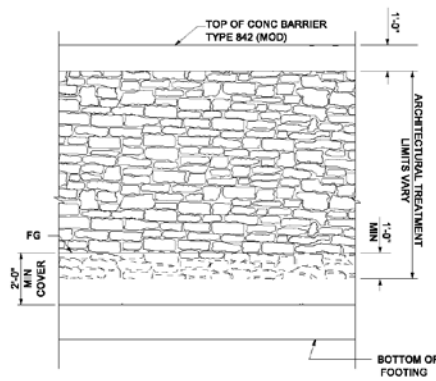


ARCHITECTURAL TREATMENT ELEVATION

NO SCALE

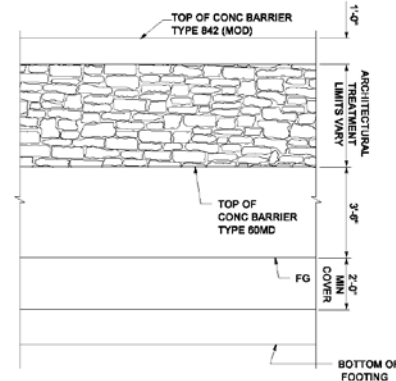
NOTE:

1. ALL SECTIONS IN 8'-0" INCREMENTS MATCH TOP TO BOTTOM AND SECTIONS MATCH THEMSELVES SIDE TO SIDE. ALL ARCHITECTURAL TREATMENT SURFACES TO BE PREPARED AND PAINTED.



ARCHITECTURAL TREATMENT LIMITS FOR 'RW1' & 'RW2'

NO SCALE

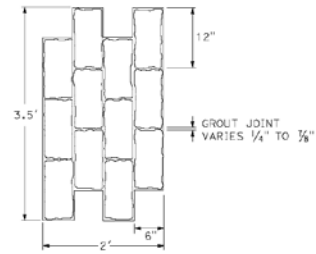


ARCHITECTURAL TREATMENT LIMITS FOR 'RW1' & 'RW2'

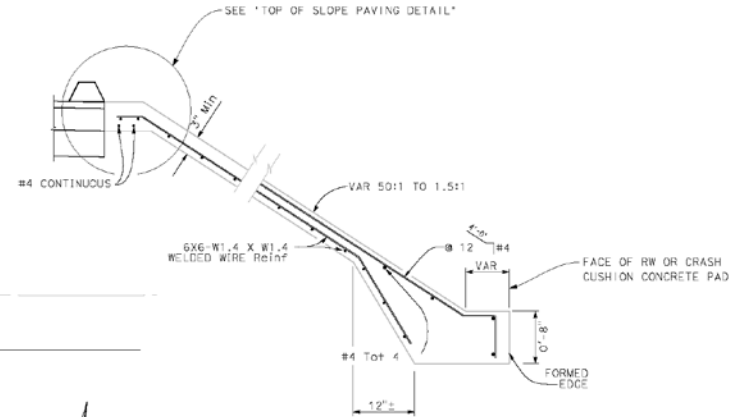
NO SCALE

EXHIBIT A

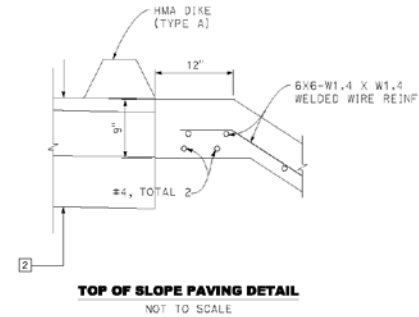
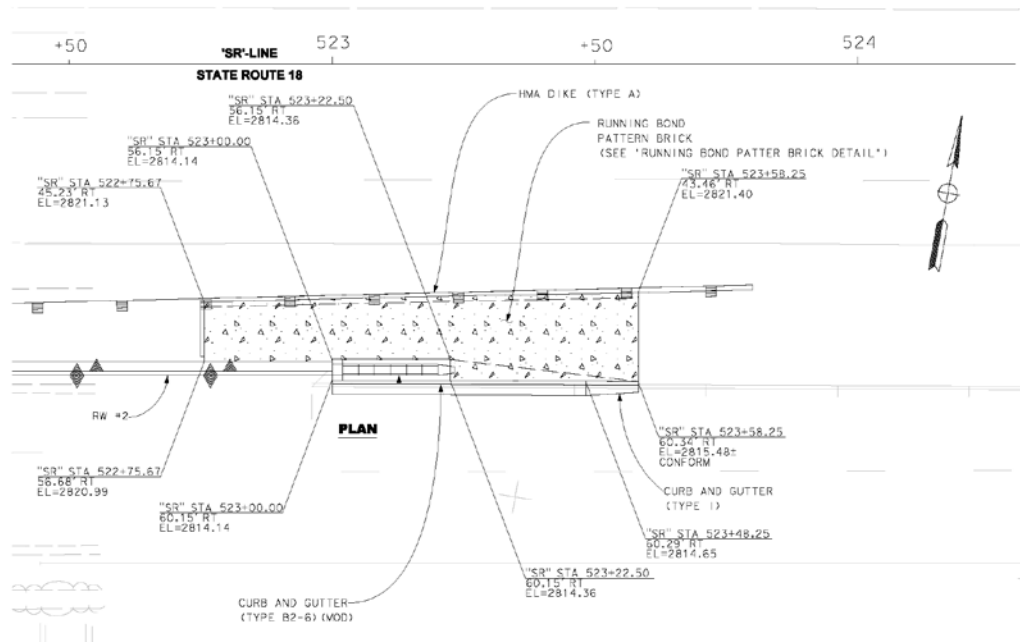
DIST	COUNTY	ROUTE	POST MILES	SHEET NO.	TOTAL SHEETS
08	SBD	18	94.2 - 94.6	4	4



RUNNING BOND PATTERN BRICK DETAIL
(CONCRETE COLOR TO MATCH AMS-STD-595A-32630)
 NOT TO SCALE



TYPICAL SECTION - CONCRETE PAVING
 NOT TO SCALE



TOP OF SLOPE PAVING DETAIL
 NOT TO SCALE

EXHIBIT A