



RESOLUTION No. 20-458

OF THE BOARD OF SUPERVISORS OF THE COUNTY OF NEVADA

RESOLUTION TO APPROVE CALTRANS MAINTENANCE AGREEMENT FOR BOLLARDS WITHIN STATE HIGHWAY RIGHT OF WAY ON ROUTE 20 WITHIN THE COUNTY OF NEVADA – DISTRICT IV

WHEREAS, on August 11, 2020, the County of Nevada Public Works Department applied for an encroachment permit from Caltrans to install three bollards each at two locations on Highway 20 at South Ponderosa Way and Mushroom Trail to provide emergency access; and

WHEREAS, Caltrans requires jurisdictional governmental agencies to enter into Maintenance Agreement, attached, for continued maintenance of non-highway essential infrastructure.

NOW, THEREFORE, BE IT RESOLVED by the Board of Supervisors of Nevada County, that it approves the agreement for maintenance of bollards on Route 20 with the State of California Department of Transportation and authorizes the Chair of the Board and the Director of Public Works to sign the agreement

PASSED AND ADOPTED by the Board of Supervisors of the County of Nevada at a regular meeting of said Board, held on the 27th day of October, 2020, by the following vote of said Board:

Ayes: Supervisors Heidi Hall, Edward Scofield, Dan Miller, Susan K. Hoek and Richard Anderson.

Noes: None.

Absent: None.

Abstain: None.

ATTEST:

JULIE PATTERSON HUNTER
Clerk of the Board of Supervisors

By: 


Heidi Hall, Chair

**MAINTENANCE AGREEMENT
FOR
BOLLARDS
WITHIN STATE HIGHWAY RIGHT OF WAY
ON ROUTE 20 WITHIN THE COUNTY OF NEVADA**

THIS AGREEMENT is made effective this 27 day of October, 2020 by and between the State of California, acting by and through the Department of Transportation, hereinafter referred to as "STATE" and the County of Nevada; 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 by Encroachment Permit, with a Permit Number of 0320-NFN0961.
2. This Agreement addresses COUNTY responsibility for the BOLLARDS (collectively the "BOLLARDS") placed within State Highway right of way on State Route 20, as shown on Exhibit A, attached to and made a 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, COUNTY and STATE agree as follows:
 - 1.1. 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 BOLLARDS as shown on said Exhibit "A."
 - 1.2. 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 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.

2. COUNTY agrees, at COUNTY expense, to do the following:
 - 2.1. 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 BOLLARDS conforming to those plans and specifications (PS&E) pre-approved by STATE.
 - 2.2. The degree or extent of maintenance work to be performed, and the standards therefore, shall be in accordance with the provisions of Section 27 of the Streets and Highways Code and the then current edition of the State Maintenance Manual.
 - 2.3. COUNTY will submit the final form of the PS&E, prepared, stamped and signed by a licensed landscape architect, for BOLLARDS 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. The proposed BOLLARDS must meet STATE's applicable standards.
 - 2.4. COUNTY shall ensure that BOLLARDS designated on Exhibit "A" is provided with adequate scheduled routine MAINTENANCE necessary to MAINTAIN a neat and attractive appearance.
 - 2.5. 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.
 - 2.6. COUNTY contractors will be required to obtain an Encroachment Permit prior to the start of any work within STATE's right of way.
 - 2.7. To expeditiously repair any STATE facility damage ensuing from COUNTY'S BOLLARDS presence and, activities and to reimburse STATE for its costs to repair STATE facility damage ensuing from COUNTY'S FENCE presence and activities should STATE be required to cure a COUNTY default.
 - 2.8. To place temporary barricades when BOLLARDS are knocked down due to an emergency or other reason and to complete repairs to BOLLARDS within Two (2) days. If COUNTY should cease to MAINTAIN the BOLLARDS to the satisfaction of STATE as provided by this Agreement, COUNTY hereby agrees to pay STATE expenses, within thirty (30) days of receipt of billing by STATE. However, prior to STATE performing any MAINTENANCE on BOLLARDS or removing BOLLARDS, STATE will provide written notice to COUNTY to cure the default and COUNTY will have two (2) days within which to effect that cure.
 - 2.9. To remove BOLLARDS 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.
 - 2.10. To inspect BOLLARDS on a regular monthly or weekly basis to ensure the safe operation and condition of the BOLLARDS.

- 2.11. To expeditiously MAINTAIN, replace, repair or remove from service any BOLLARDS system component that has become unsafe or unsightly.
 - 2.12. To MAINTAIN all parking or use restrictions signs encompassed within the area of the BOLLARDS.
 - 2.13. To allow random inspection of BOLLARDS and components by a STATE representative.
 - 2.14. At no time shall anything be attached, hung, or displayed on BOLLARDS, that includes, but is not limited to, advertising.
 - 2.15. BOLLARDS may not be changed or altered from what has been approved by STATE.
 - 2.16. COUNTY shall not prune or trim trees, plants, or other vegetation within STATE right of way.
 - 2.17. All work by or on behalf of COUNTY will be done at no cost to STATE.
3. STATE agrees to do the following:
- 3.1. 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.
 - 3.2. Issue encroachment permits to COUNTY and COUNTY contractors 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 party 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.
 - 4.2. If during the term of this Agreement, COUNTY should cease to MAINTAIN the BOLLARDS 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 BOLLARDS 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 BOLLARDS STATE will provide written notice to COUNTY to cure the default and COUNTY will have thirty (30) days within which to affect that cure.

- 4.3. 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.
- 4.4. 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.

5. PREVAILING WAGES:

- 5.1. 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. 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 works. Work performed by COUNTY'S own forces is exempt from the Labor Code's Prevailing Wage requirements.
- 5.2. 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 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 COUNTY's contracts

6. INSURANCE

- 6.1. SELF-INSURED - COUNTY is self-insured. COUNTY 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.

- 6.2. **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 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, and COUNTY'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 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 NEVADA

STATE OF CALIFORNIA
DEPARTMENT OF TRANSPORTATION

By: Heidi Hall
Chair, Board of Supervisors

TOKS OMISHAKIN
Director of Transportation

Initiated and Approved

By: Fisher Fulk
Director of Public Works

By: Pat D. B...
Deputy District Director
Maintenance District

ATTEST:

By: Fred Patten
County Clerk

As to Form and Procedure:

By: David P. Harris
County Attorney

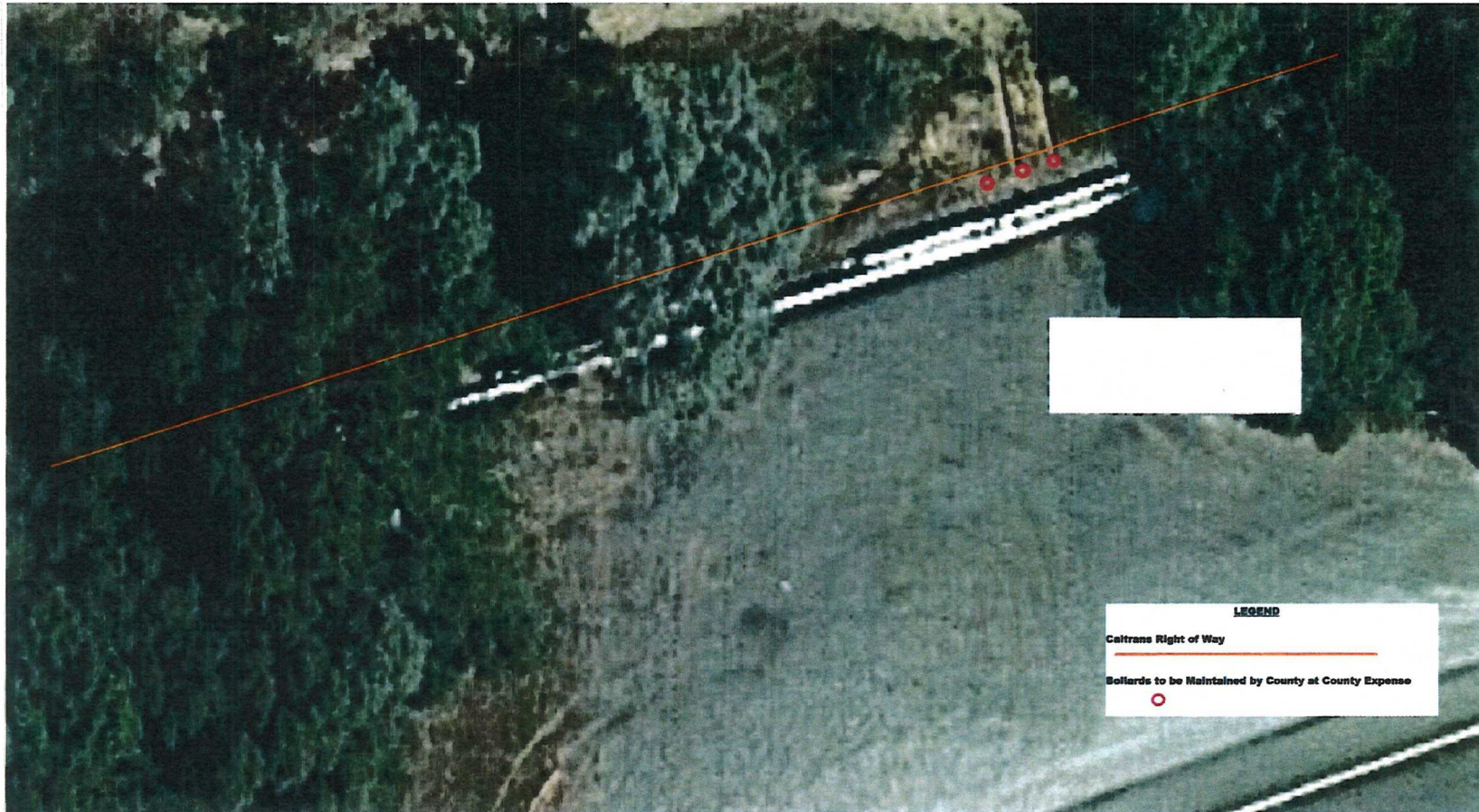
By: David P. Harris
Attorney
Department of Transportation

EXHIBIT A (PAGE 2/4)

LOCATION #1 NEV 20 PM R8.32

North Region Web Map

Mushroom Trail - Work Exhibit



Caltrans
Aug. 24, 2020

North Region GIS Data Library provided the data used to create this map. Caltrans is not liable to any party for any cost or damages, including any direct, indirect, special, incidental, or consequential damages, arising out of or from the access or use of, or inability to access or use, this map. Source: Esri, HERE, Garmin, Intermap, increment P Corp., GEBCO



Approximate Map Scale
1 in = 47 feet (ANSI B 11 x 17)

0 30 60 90 Feet

Projected Coordinate System: WGS 1984 Web Mercator Auxiliary

Postmiles 1 Mile

EXHIBIT A (PAGE 4/4)
LOCATION #2 NEV 20 PM R10.11



LEGEND
Caltrans Right of Way
Coltards to be Maintained by County at County Expense

Caltrans
AUG 2012
North Region Web Map
This map is a work exhibit and is not for distribution outside of the project. It is not a final product and is subject to change without notice. It is not a legal document and should not be used for legal purposes. It is not a substitute for a professional survey or engineering drawing. It is not a warranty of any kind. It is provided as a service to the public. It is not a guarantee of any kind. It is provided as a service to the public. It is not a warranty of any kind. It is provided as a service to the public.

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