

CITY OF SEBASTOPOL CITY COUNCIL

AGENDA ITEM REPORT FOR MEETING OF: February 18, 2025

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To: Honorable Mayor and City Councilmembers
From: Mark Rincón-Ibarra, City Engineer
Subject: Approve Project Specific Caltrans Maintenance Agreement for Flashing Beacons on SR 116 at Burnett, Keating, Hutchins and Walker

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RECOMMENDATIONS:

The item is to request Council approve a Project Specific Caltrans Maintenance Agreement and authorize the City Manager to execute the agreement.

EXECUTIVE SUMMARY:

The City has applied to Caltrans for an encroachment permit to install enhanced pedestrian safety crossing improvements along State Route 116 at four intersections. Caltrans requires, as a condition of issuing the encroachment permit for permanent crossing improvements, that the City enter into a project specific agreement with Caltrans.

BACKGROUND AND DISCUSSION:

In March 2023, the City project, *State Route 116 Enhanced Crossings at Burnett, Keating, Hutchins, Walker* (Project), was selected for State grant funding from the Highway Safety Improvement Program (HSIP) Cycle 11. The Project will provide for installing pedestrian-activated circular LED rapid flashing beacons, perimeter lighted pedestrian crossing signs and pedestrian push buttons to replace existing standard flashing beacons and remove existing in-roadway warning lights.

In October 2024 after 90% completion of the plans and specifications the City submitted an application package to Caltrans for encroachment permit to construct the Project within SR 116 right of way. Later in December Caltrans provided a draft maintenance agreement and insurance requirements for the City to review and approve for incorporating the new enhanced safety crossing improvements. The Maintenance Agreement must be executed prior to the encroachment permit being issued. Once the City has been issued the Caltrans encroachment permit for the Project will be released for bid to construct.

STAFF ANALYSIS:

City staff has reviewed the draft maintenance agreement update and self-insurance letter and determined the agreement to be acceptable. Staff therefore recommends Council approve the agreement update and authorize the City Manager to execute the Maintenance Agreement.

COMMUNITY OUTREACH:

This item has been noticed in accordance with the Ralph M. Brown Act and was available for public viewing and review at least 72 hours prior to the scheduled meeting date.

FISCAL IMPACT:

There is no fiscal impact from this action.

OPTIONS:

No reasonable alternatives have been identified.

ATTACHMENTS:

- 1 – Maintenance Agreement
- 2 – Exhibit A to Maintenance Agreement

APPROVALS:

Department Head Approval: Approval Date: 1/29/25

CEQA Determination (Planning): Approval Date: 1/29/25

The proposed action is not a project under the California Environmental Quality Act (CEQA)

Administrative Services (Financial) N/A Approval Date: N/A

Costs authorized in City Approved Budget: Yes No N/A

Account Code (f applicable) _____

City Attorney Approval: Approval Date: 1/24/25

City Manager Approval: Approval Date: 1/30/25

**PROJECT SPECIFIC MAINTENANCE AGREEMENT
WITH CITY OF SEBASTOPOL**

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 Sebastopol; hereinafter referred to as "CITY"; and collectively referred to as "PARTIES".

SECTION I

RECITALS

1. Encroachment Permit Number 04-24-X-XX-1622 was issued to CITY on _____ to install double-sided pedestrian-activated rapid flashing beacons, rapid flashing beacons, edge lit pedestrian crossing signage, ADA-compliant push buttons on State Route (SR) 116 between Keating Avenue to Hutchins Avenue, hereinafter referred to as "PROJECT", and
2. In accordance with said permit, it was agreed by PARTIES that prior to issuance of the encroachment permit, CITY and STATE will enter into a Project Specific Maintenance Agreement, and
3. 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 encroachment permit, and
4. 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, and
5. There is an existing Maintenance Agreement, with CITY dated July 26, 1994. This Agreement is not meant to replace or supersede the earlier agreement(s).

NOW THEREFORE, IT IS AGREED AS FOLLOWS:

SECTION II

AGREEMENT

1. Exhibit A consists of plan drawings, delineate and describe the areas within STATE right of way which are the responsibility of the CITY to maintain in accordance with this Agreement.

1-30-25

04-Son 116 PM 26.6/27.5

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 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.

4. VEHICULAR INTERSECTIONS

- 4.1. North Main Street (SR 116)/Keating Avenue- CITY will maintain, at CITY expense, Bidirectional Pedestrian Activated Warning beacon assembly, decorative light post, crosswalk markings and signages.
- 4.2. South Main Street (SR 116)/ Burnett Street- CITY will maintain, at CITY expense, Pedestrian Activated Warning beacon assembly, decorative light post, crosswalk markings and signages.
- 4.3. Petaluma Avenue (SR 116)/Walker Avenue- CITY will maintain, at CITY expense, Pedestrian Activated Warning beacon assembly, decorative light post, crosswalk markings and signages.
- 4.4. Gravenstein Highway (SR 116)/Hutchins Avenue- Bidirectional Pedestrian Activated Warning beacon assembly, decorative light post, crosswalk markings and signages.

5. LEGAL RELATIONS AND RESPONSIBILITIES

- 5.1. 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.
- 5.2. 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 save harmless CITY 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.

1-30-25

04-Son 116 PM 26.6/27.5

5.3. 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 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.

6. PREVAILING WAGES:

6.1. 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, 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.

6.2. 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.

7. 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, 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.

8. 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.

9. 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 8 above.

1-30-25

04-Son 116 PM 26.6/27.5

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 SEBASTOPOL

STATE OF CALIFORNIA
DEPARTMENT OF TRANSPORTATION

By: _____
City Manager

By: _____
LEAH BUDU Date
Deputy District Director
Maintenance District 4

ATTEST:

By: _____
City Clerk

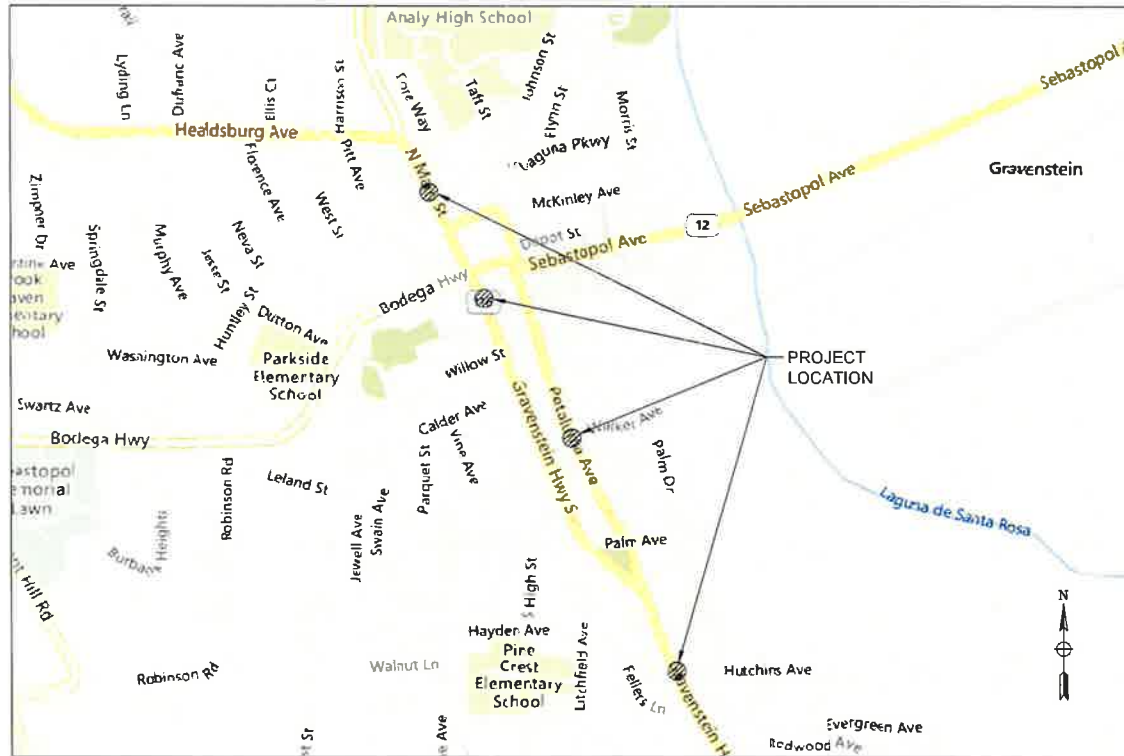
By: _____
City Attorney

DIST	COUNTY	ROUTE	POST MILES TOTAL PROJECT	SHEET No.	TOTAL SHEETS
04	SON	116	26.6/27.5	1	5

EXHIBIT A

HIGHWAY SAFETY IMPROVEMENT PROGRAM PEDESTRIAN ENHANCEMENTS ON SR-116

N MAIN ST & KEATING AVE; S MAIN ST & BURNETT ST; PETALUMA AVE & WALKER AVE; GRAVENSTEIN HWY & HUTCHINS AVE
CITY OF SEBASTOPOL, CALIFORNIA



VICINITY MAP
1"=1000'

PROJECT SPECIFIC MAINTENANCE AGREEMENT WITH CITY OF SEBASTOPOL

SHEET 1 OF 5

REGISTRATION No. 43159
 LICENSE Exp. DATE 3/31/2026
 DATE SIGNED 7/18/2024
 CONSULTANT DESIGN ENGINEER
 STEPHEN J. WEINBERGER, P.E.

DOI FILE = SEB914-0_100 Maintenance.dwg

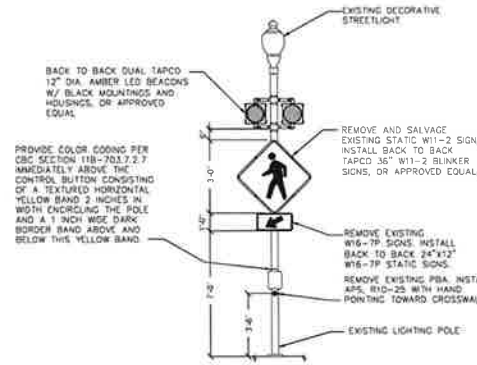
RELATIVE BORDER SCALE
IS IN INCHES



DATE PLOTTED = 12/23/2024

DIST	COUNTY	ROUTE	POST MILES TOTAL PROJECT	SHEET No.	TOTAL SHEETS
04	SON	116	26.6/27.5	2	5

EXHIBIT A



* BIDIRECTIONAL PEDESTRIAN ACTIVATED WARNING BEACON (PAWB) ASSEMBLY ON EXISTING DECORATIVE LIGHT POST



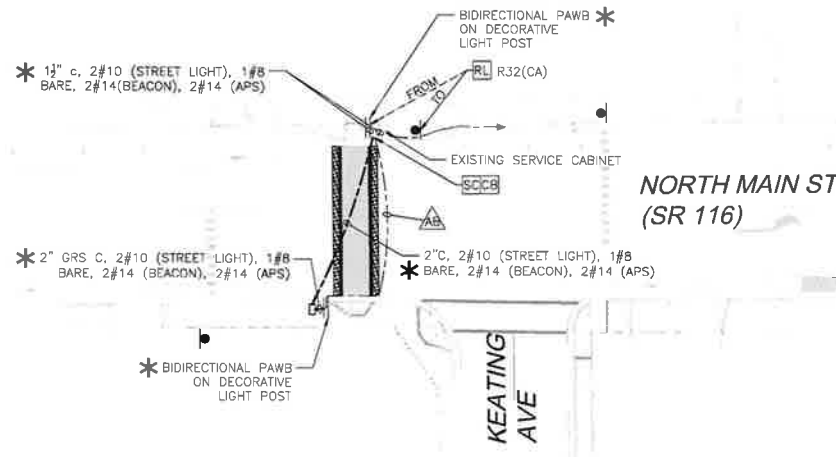
SIGN LEGEND
(NOT TO SCALE)

* PAWB ASSEMBLY QUANTITIES

COMPONENT	QUANTITY
ROUND FLASHERS	8 EA
PUSH BUTTON ASSEMBLY	2 EA
CONTROLLER	1 EA
PULL BOX	1 EA
2" CONDUIT	60 LF

* NEW SIGNING QUANTITIES

SIGN	QUANTITY
W11-2 (BLINKER)	4 EA
W16-7P(R)	2 EA
W16-7P(L)	2 EA
R10-25	2 EA
R1-5	2 EA



PROJECT SPECIFIC MAINTENANCE AGREEMENT WITH CITY OF SEBASTOPOL

* = MAINTAINED BY CITY

LEGEND:

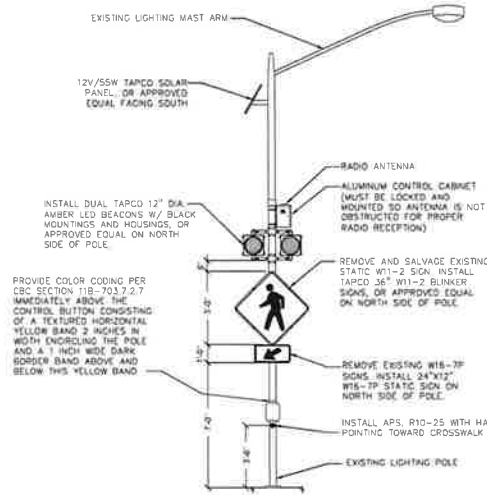


SHEET 2 OF 5

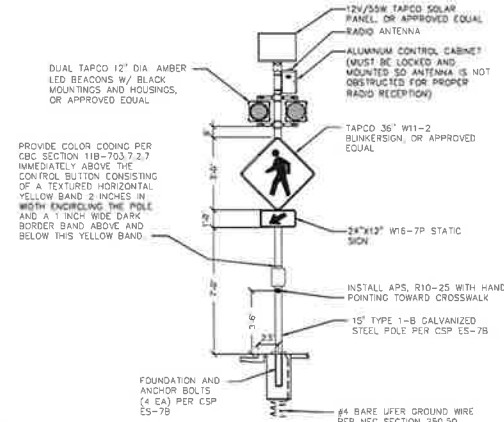
REGISTRATION No. 43158
 LICENSE Exp DATE 3/31/2026
 DATE SIGNED 7/19/2024
 CONSULTANT DESIGN ENGINEER STEPHEN J. WENEMER, P.E.

Dist	COUNTY	ROUTE	POST MILES TOTAL PROJECT	SHEET No.	TOTAL SHEETS
04	SON	116	26.6/27.5	3	5

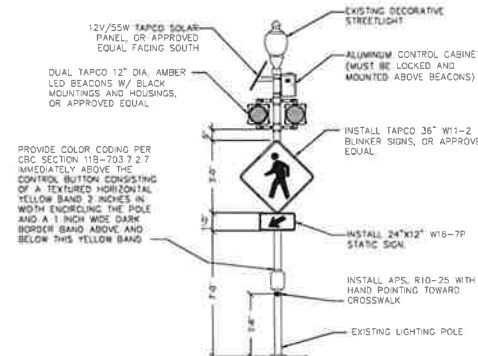
EXHIBIT A



* PEDESTRIAN ACTIVATED WARNING BEACON (PAWB) ASSEMBLY WITH CONTROLLER ON EXISTING LIGHT POST



* PEDESTRIAN ACTIVATED WARNING BEACON (PAWB) ASSEMBLY WITH CONTROLLER ON TYPE 1-B



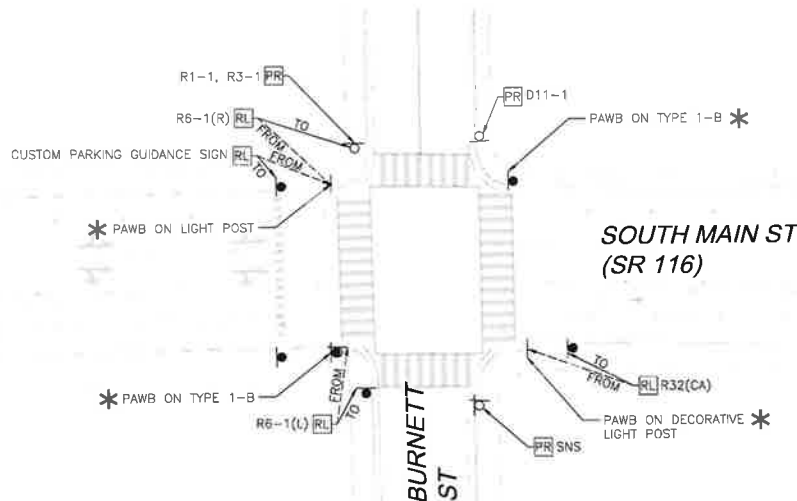
* PEDESTRIAN ACTIVATED WARNING BEACON (PAWB) ASSEMBLY WITH CONTROLLER ON EXISTING DECORATIVE LIGHT POST

* PAWB ASSEMBLY QUANTITIES

COMPONENT	QUANTITY
ROUND FLASHERS	8 EA
PUSH BUTTON ASSEMBLY	4 EA
CONTROLLER	4 EA
1-B POLE & FOUNDATION	2 EA
SOLAR PANEL	4 EA

* NEW SIGNING QUANTITIES

SIGN	QUANTITY
W11-2 (BLINKER)	4 EA
W16-7P(R)	2 EA
W16-7P(L)	2 EA
R10-25	4 EA
R1-5	2 EA



SIGN LEGEND
(NOT TO SCALE)

PROJECT SPECIFIC MAINTENANCE AGREEMENT
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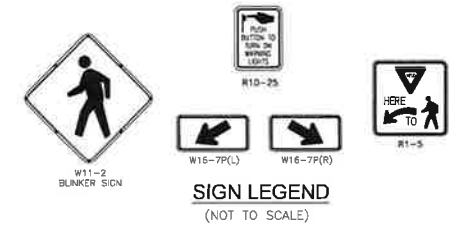
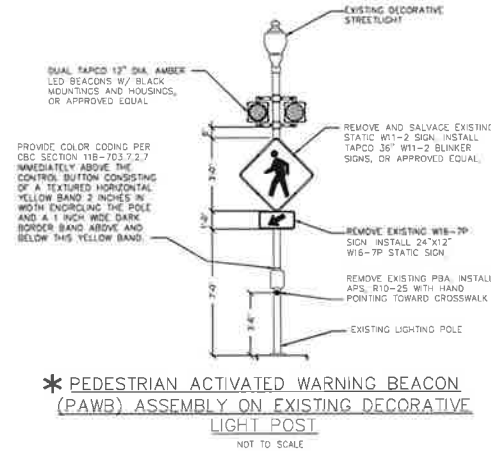
LEGEND:
* = MAINTAINED BY CITY

SHEET 3 OF 5



DIST	COUNTY	ROUTE	POST MILES TOTAL PROJECT	SHEET No.	TOTAL SHEETS
04	SON	116	26.6/27.5	4	5

EXHIBIT A



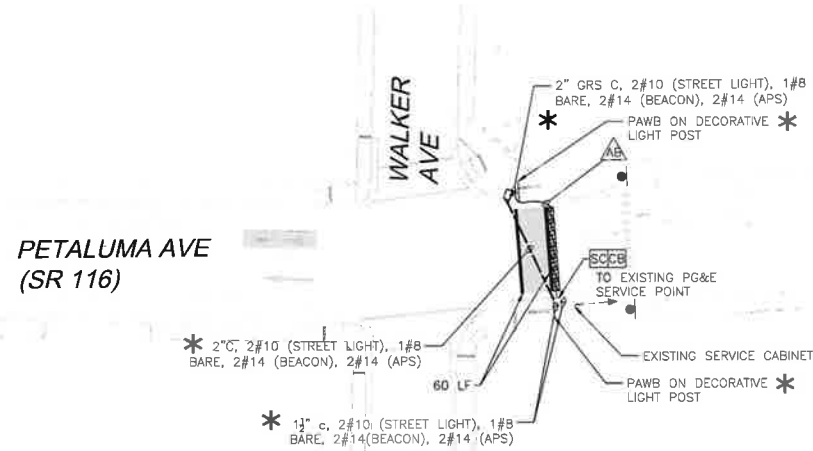
SIGN LEGEND
(NOT TO SCALE)

* PAWB ASSEMBLY QUANTITIES

COMPONENT	QUANTITY
ROUND FLASHERS	4 EA
PUSH BUTTON ASSEMBLY	2 EA
CONTROLLER	1 EA
PULL BOX	1 EA
2" CONDUIT	40 LF

* NEW SIGNING QUANTITIES

SIGN	QUANTITY
W11-2 (BLINKER)	2 EA
W16-7P(R)	1 EA
W16-7P(L)	1 EA
R10-25	2 EA
R1-5	2 EA



PROJECT SPECIFIC MAINTENANCE AGREEMENT
WITH CITY OF SEBASTOPOL

LEGEND:
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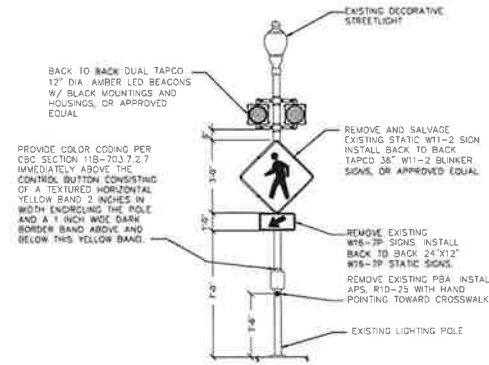
SHEET 4 OF 5

REGISTRATION No. 43159
 LICENSE Exp DATE 3/31/2026
 DATE SIGNED 7/19/2024
 CONSULTANT DESIGN ENGINEER
 STEPHEN J. WEINBERGER, P.E.

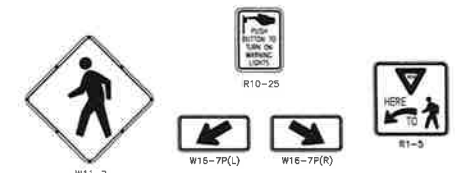


DIST	COUNTY	ROUTE	POST MILES TOTAL PROJECT	SHEET NO.	TOTAL SHEETS
04	SON	116	26.6/27.5	5	5

EXHIBIT A



* BIDIRECTIONAL PEDESTRIAN ACTIVATED WARNING BEACON (PAWB) ASSEMBLY ON EXISTING DECORATIVE LIGHT POST



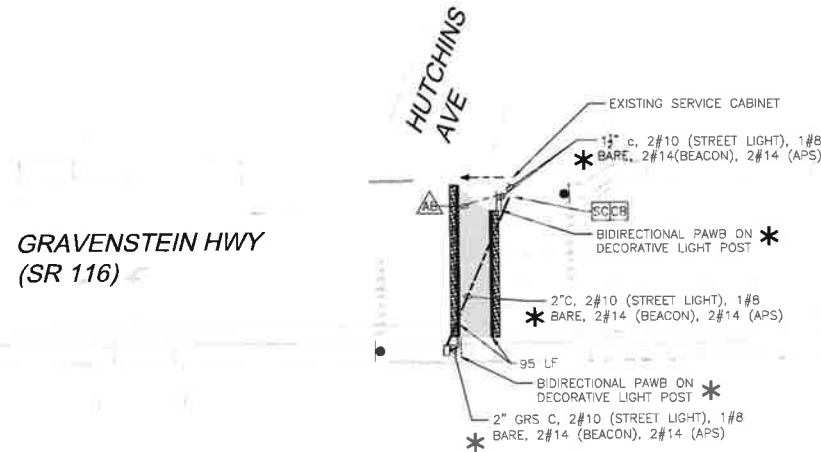
SIGN LEGEND
(NOT TO SCALE)

* PAWB ASSEMBLY QUANTITIES

COMPONENT	QUANTITY
ROUND FLASHERS	8 EA
PUSH BUTTON ASSEMBLY	2 EA
CONTROLLER	1 EA
PULL BOX	1 EA
2" CONDUIT	55 LF

* NEW SIGNING QUANTITIES

SIGN	QUANTITY
W11-2 (BLINKER)	4 EA
W16-7P(R)	2 EA
W16-7P(L)	2 EA
R10-25	2 EA
R1-5	2 EA



GRAVENSTEIN HWY
(SR 116)

PROJECT SPECIFIC MAINTENANCE AGREEMENT
WITH CITY OF SEBASTOPOL



LEGEND:

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SHEET 5 OF 5



REGISTRATION No. 43158
LICENSE Exp. DATE 3/31/2026
DATE SIGNED 7/10/2024
CONSULTANT DESIGN ENGINEER
STEPHEN J. WENBERGER, P.E.