

**PROJECT SPECIFIC MAINTENANCE AGREEMENT
FOR VINE TRAIL IN THE COUNTY OF NAPA**

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 COUNTY of NAPA; hereinafter referred to as “COUNTY” and collectively referred to as “PARTIES”.

SECTION I

RECITALS

1. WHEREAS, Cooperative Agreement Number 04-2749 was executed between Napa Valley Transportation Authority (NVTa) and STATE to construct a bicycle/pedestrian trail on State Route (SR) 29, hereinafter referred to as “TRAIL”, and
2. WHEREAS, in accordance with the said agreement, it was agreed by CALTRANS and the project implementing agency NVTa that prior to or upon TRAIL completion, a Maintenance Agreement would be executed; while NVTa is not a party to this agreement, it is the sponsor for all the work and the implementing agency for PA&ED, PS&E, Right of Way and Construction of the TRAIL, and
3. WHEREAS, TRAIL is located with COUNTY limits, and partially within STATE’s right of way, the PARTIES hereto mutually desire to identify the maintenance responsibilities for improvements of TRAIL constructed under the Cooperative Agreement Number 04-2749, and
4. WHEREAS if there are any existing Maintenance Agreement(s), with COUNTY of NAPA in this specific area; this agreement is not meant to replace or supersede those maintenance agreements in the area shown in Exhibit A which is attached to and made a part of this Agreement.

NOW THEREFORE, IT IS AGREED AS FOLLOWS:

SECTION II

AGREEMENT

5. Exhibit A consists of plan drawings that delineate the areas within STATE right of way which are the responsibility of the COUNTY to maintain in accordance with this Maintenance Agreement.
6. Changes to COUNTY’s maintenance responsibilities, resulting from future improvements or alterations to the limits of the TRAIL, can be captured by PARTIES by amending Exhibit A and/or executing additional pages to Exhibit A.

7. COUNTY must obtain the necessary Encroachment Permits from STATE's District 4 Encroachment Permit Office prior to entering STATE right of way to perform COUNTY maintenance responsibilities. This permit will be issued at no cost to COUNTY.
8. The degree or extent of maintenance work to be performed, and the standards, therefore, will 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.
9. The maintenance functions assigned to COUNTY, at COUNTY's expense, with regards to TRAIL are as follows:
 - a) TRAIL PAVEMENT
COUNTY shall perform TRAIL pavement repair and replacement, crack sealing, pothole patching, pavement resurfacing (overlay), emergency pavement maintenance as a result of normal wear and tear and public use of TRAIL. COUNTY will maintain: a safe facility for pedestrian and bicycle travel along the entire length of TRAIL, and is solely responsible for all TRAIL improvements, fences, guard railing, ADA curb and ramps, crosswalks, drainage facilities at grade, slope and structural section pavement of TRAIL located and constructed within STATE's right of way.
 - b) LITTER AND GRAFFITI
COUNTY shall perform cleanup; debris and litter removal and sweeping operations necessary to maintain the width limits of the TRAIL, as shown in Exhibit A, in a neat and clean usable condition, free of graffiti. Litter, debris and graffiti includes, but is not limited to, all sand, paper, garbage, refuse, and other items resulting from public access.
 - c) VEGETATION CONTROL
COUNTY will perform vegetation control of all vegetative material growing within the designated width limits of the TRAIL as shown on Exhibit A, including treatment by means of brush control and tree trimming. Routine tree maintenance should be limited to minor trimming as required to maintain horizontal and vertical clearance to adjacent to and over the TRAIL.
 - d) SIGNS
COUNTY shall maintain all signing placed on or immediately adjacent to TRAIL for the purpose of warning or regulating TRAIL traffic.
 - e) STRIPING
COUNTY shall maintain: all striping and pavement markings required for the direction and operation of TRAIL traffic.
 - f) VINE TRAIL MILE MARKERS
COUNTY shall be solely responsible for the maintenance, repair, replacement, and cleaning of TRAIL Mile Markers in the section of the TRAIL within the STATE right of way.
 - g) SAFETY DEVICES

The maintenance, repair, replacement and cleaning of TRAIL safety devices such as bollards, gates, surveillance cameras, cleaning guideposts and markers are the COUNTY's responsibility.

h) DRAINAGE

COUNTY shall maintain all drainage facilities built including culvert boxes and headwalls for TRAIL. These duties include but are not limited to preventing drainage obstructions and maintaining worn/damaged drainage facilities.

i) RETAINING WALLS AND CONCRETE BARRIERS FOR TRAIL

COUNTY, at COUNTY's expense shall perform wall and barrier maintenance including but not limited to surface cracks and spalls repairs and keep surface of walls and barriers free of debris, litter and graffiti.

j) MILL CREEK BRIDGE (Bridge Number: 21-0056)

STATE will maintain, at STATE's expense: the structure proper. COUNTY will maintain, at COUNTY's expense the TRAIL wearing surface, and shall perform such work as may be necessary to ensure an impervious and/or otherwise suitable surface.

k) PEDESTRIAN HYBRID BEACON SYSTEMS (PHB)

COUNTY is solely responsible for operation, maintenance, repairs, replacement and energy costs of pedestrian hybrid beacons, advance warning signs, flashing beacons, crosswalk and other necessary electrically operated traffic control devices placed at State Route 29 (SR29) near Larkmead Lane and Big Pine Road as shown in EXHIBIT "B" which is attached to and made a part of this Agreement.

l) REST STOP SHELTER

COUNTY is solely responsible for operation, maintenance, repairs and replacement for rest stop shelter located as shown in EXHIBIT "A".

m) ACCESS

The STATE reserves its unrestricted right to use all areas within the STATE right of way for future construction, reconstruction, expansion, or modification, including inspection and maintenance purposes. STATE will have the use of TRAIL as a service road for its operations and maintenance vehicles. State will be responsible for any repair and/or replacement for damages incurred to TRAIL and TRAIL components as a result of its use of TRAIL as a service road.

10. LEGAL RELATIONS AND RESPONSIBILITIES

10.1. 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.

10.2. 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,

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 COUNTY 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.

10.3. 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 COUNTY under or in connection with any work, authority or jurisdiction conferred upon COUNTY 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 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 COUNTY under this Agreement.

11. PREVAILING WAGES:

11.1. 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 "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 work. Work performed by COUNTY'S own forces is exempt from the Labor Code's Prevailing Wage requirements.

11.2. 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.

12. INSURANCE:

12.1. 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 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 certification of self-insurance letter ("Letter of Self-Insurance"), satisfactory to STATE, certifying that COUNTY meets the coverage requirements of this section. This Letter of Self-Insurance shall also identify the TRAIL location as depicted in EXHIBIT "A". COUNTY shall deliver to STATE the letter of Self-Insurance with a signed

copy of this Agreement. A copy of the executed Letter of Self-Insurance shall be attached hereto and incorporate as Exhibit C.

- 12.2.If the work performed under this Agreement is done by COUNTY's contractor(s), COUNTY shall require its contractor(s) 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 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.
13. 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.
14. 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 authorized under the law 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 NAPA

STATE OF CALIFORNIA
DEPARTMENT OF TRANSPORTATION

By: _____
ALFREDO PEDROZA
Chair, Board of Supervisors

TOKS OMISHAKIN
Director of Transportation

Initiated and Approved

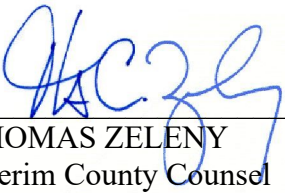
By: _____
STEVEN E. LEDERER
Public Works Director

By: _____ Date
PARVIZ LASHAI
Acting Deputy District Director
Maintenance District

ATTEST:

By: _____
NEHA HOSKINS
Clerk of the Board

As to Form and Procedure:

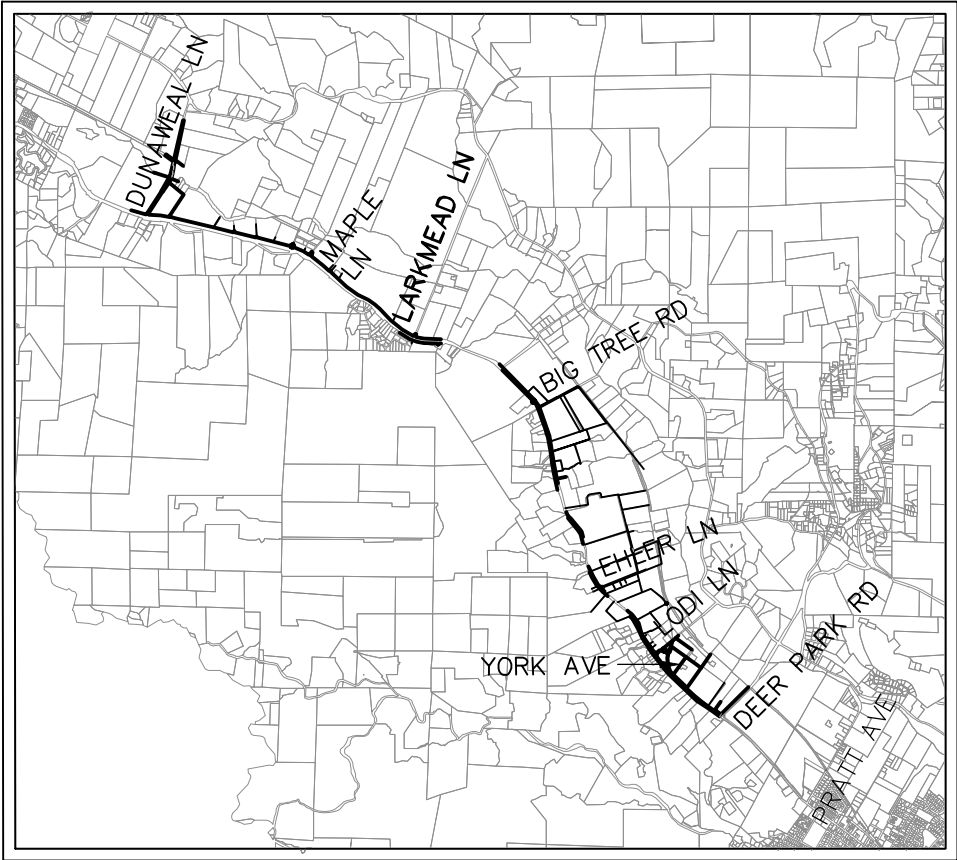
By:  _____
THOMAS ZELENY
Interim County Counsel

By: _____
Attorney
Department of Transportation

STATE OF CALIFORNIA
DEPARTMENT OF TRANSPORTATION

EXHIBIT "A"

MAINTENANCE AGREEMENT
WITH
COUNTY OF NAPA



SYMBOLS AND LEGEND:

- RIGHT-OF-WAY LINE
- CENTERLINE
- FENCE
- RETAINING WALL
- AREA WITHIN CALTRANS R/W TO BE MAINTAINED BY COUNTY OF NAPA
- TRAIL PATH
- GUARDRAIL
- TYPE 60M CONCRETE BARRIER

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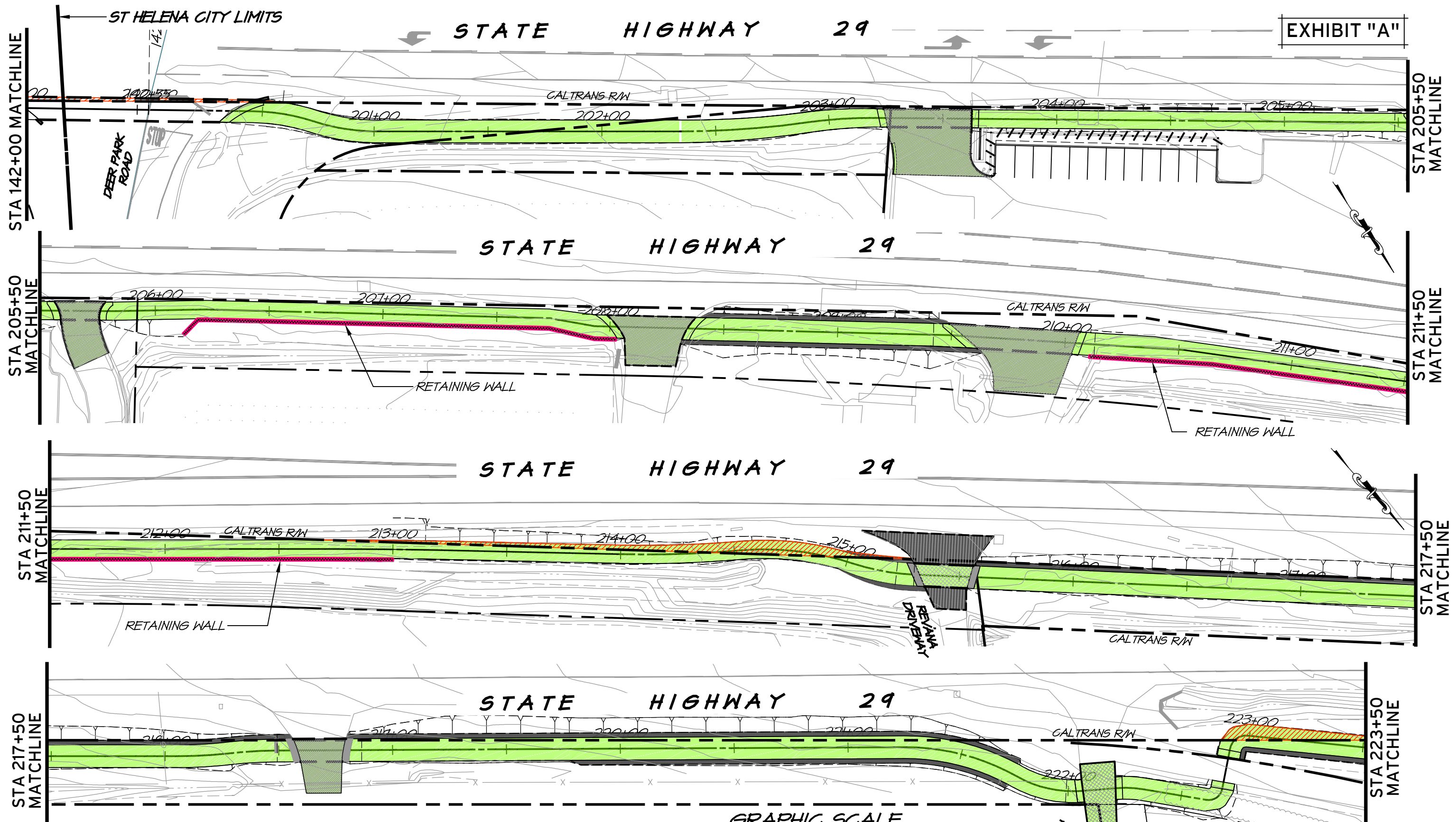
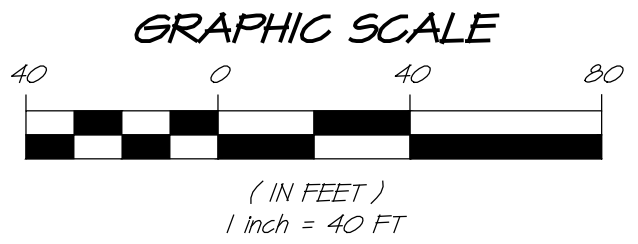


EXHIBIT "A"

MAINTENANCE AGREEMENT WITH THE COUNTY OF NAPA
 04-NAP-29 POST MILES 30.1/35.5 FOR COUNTY OF NAPA

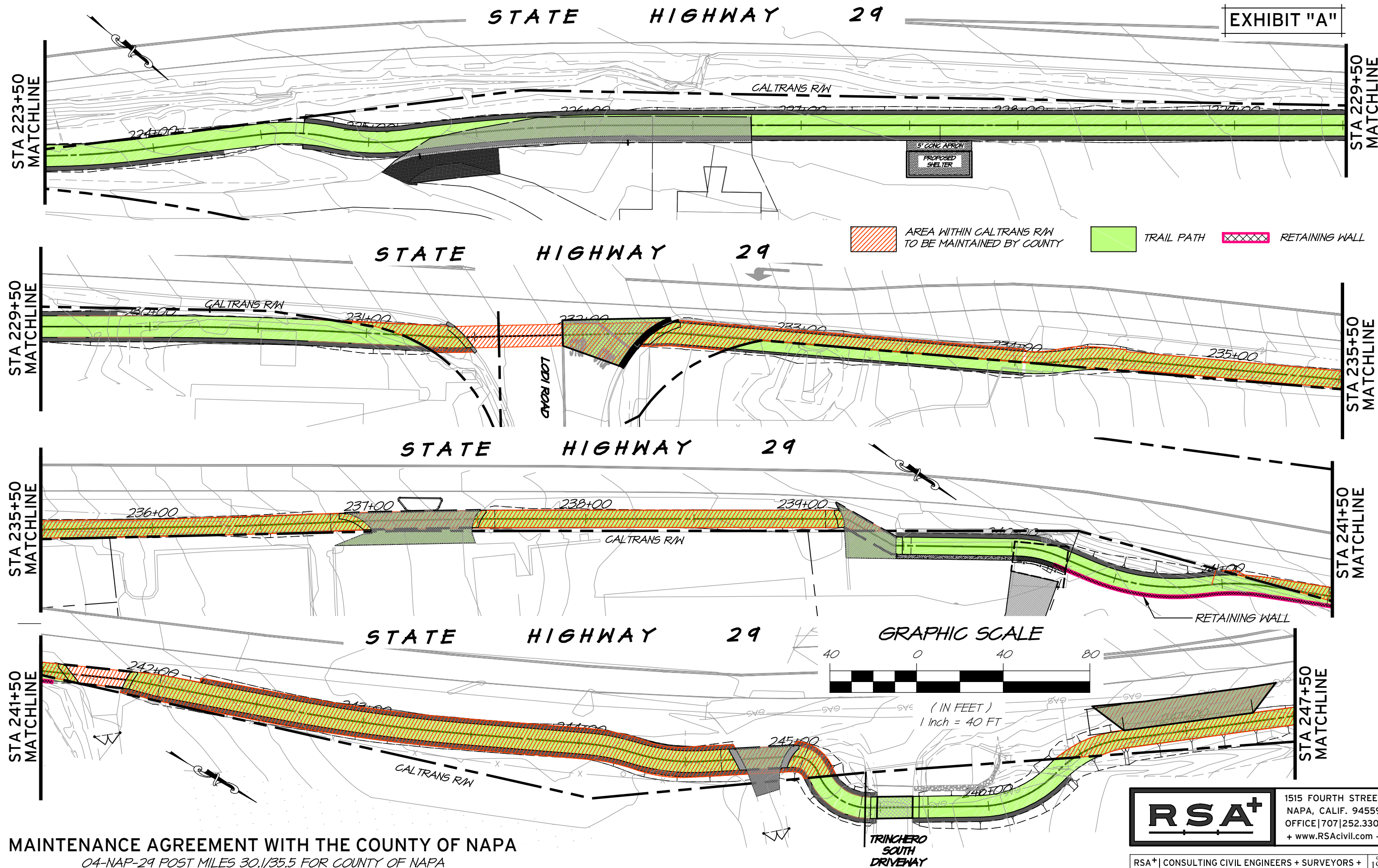
- AREA WITHIN CALTRANS R/W TO BE MAINTAINED BY COUNTY
- TRAIL PATH
- RETAINING WALL

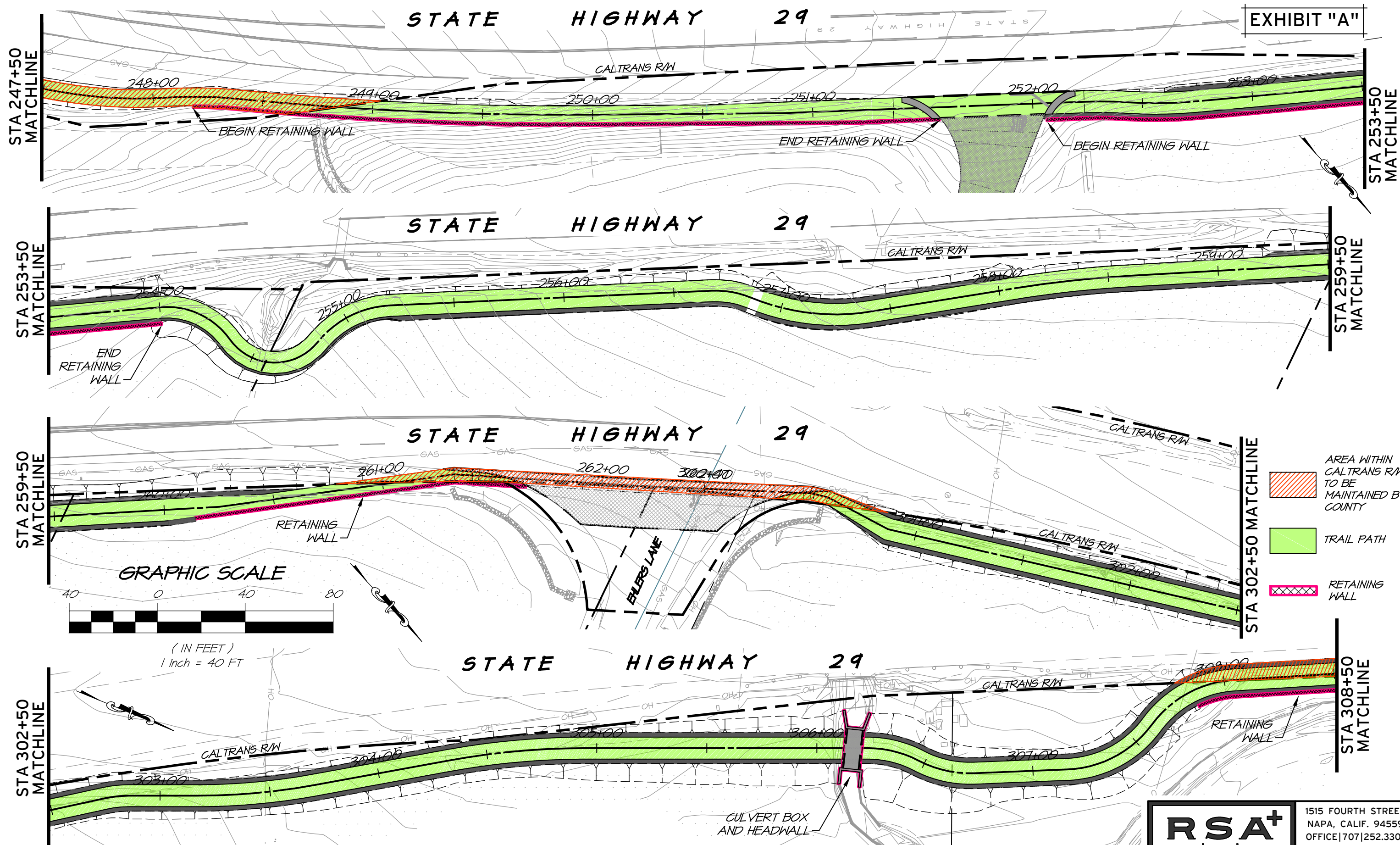


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04-NAP-29 POST MILES 30.1/35.5 FOR COUNTY OF NAPA

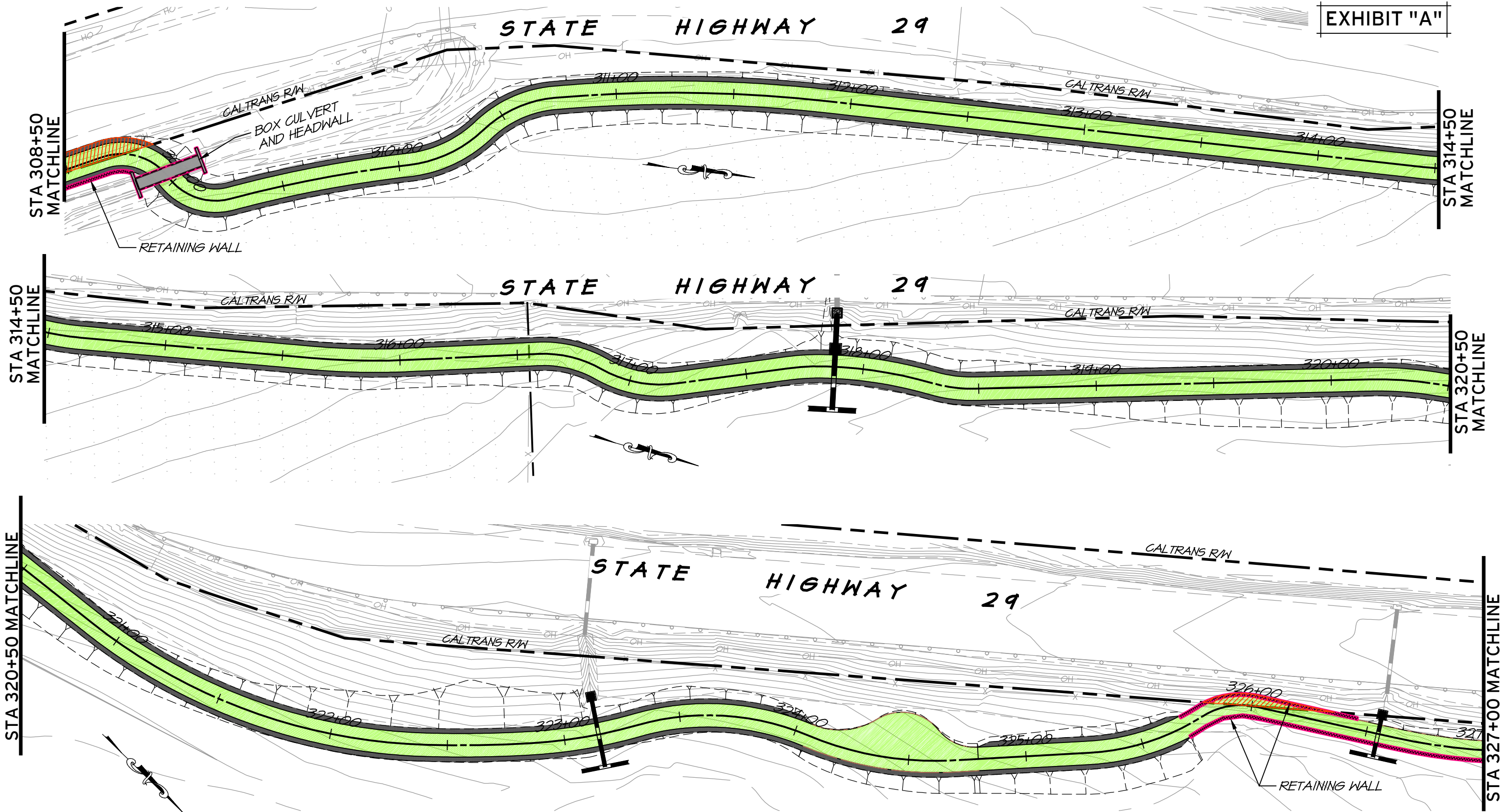
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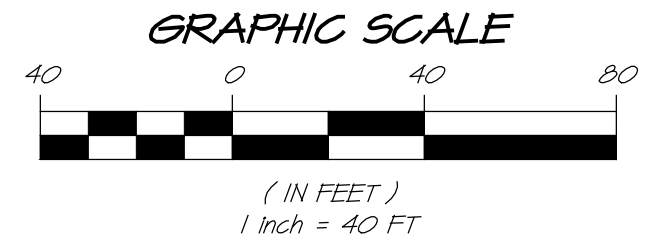
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STATE HIGHWAY 29



-  AREA WITHIN CALTRANS R/W TO BE MAINTAINED BY COUNTY
-  TRAIL PATH
-  RETAINING WALL



MAINTENANCE AGREEMENT WITH THE COUNTY OF NAPA
04-NAP-29 POST MILES 30.1/35.5 FOR COUNTY OF NAPA



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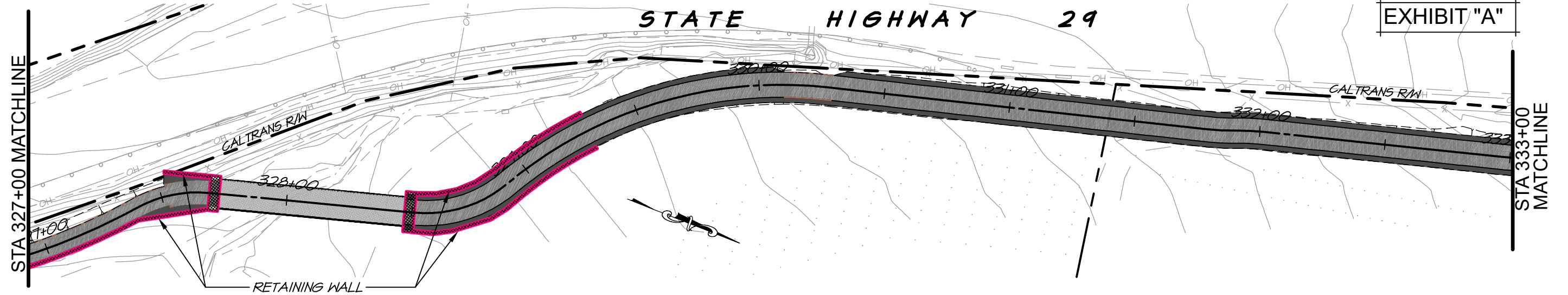
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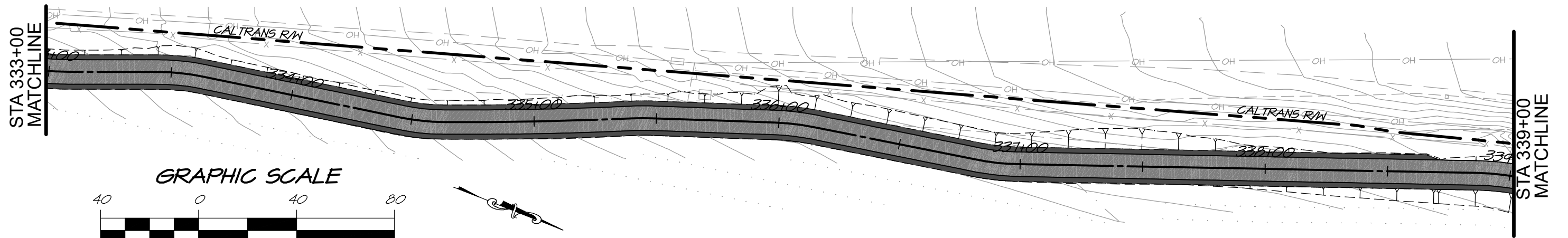
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STATE HIGHWAY 29

EXHIBIT "A"



STATE HIGHWAY 29

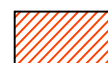
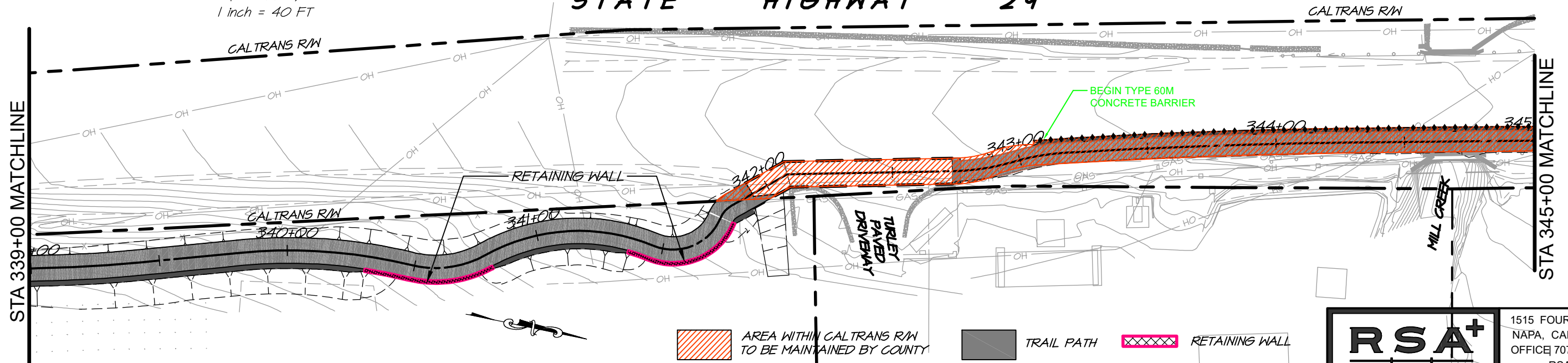


GRAPHIC SCALE

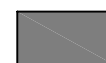


(IN FEET)
1 inch = 40 FT

STATE HIGHWAY 29



AREA WITHIN CALTRANS R/W
TO BE MAINTAINED BY COUNTY



TRAIL PATH



RETAINING WALL



TYPE 60M CONCRETE
BARRIER



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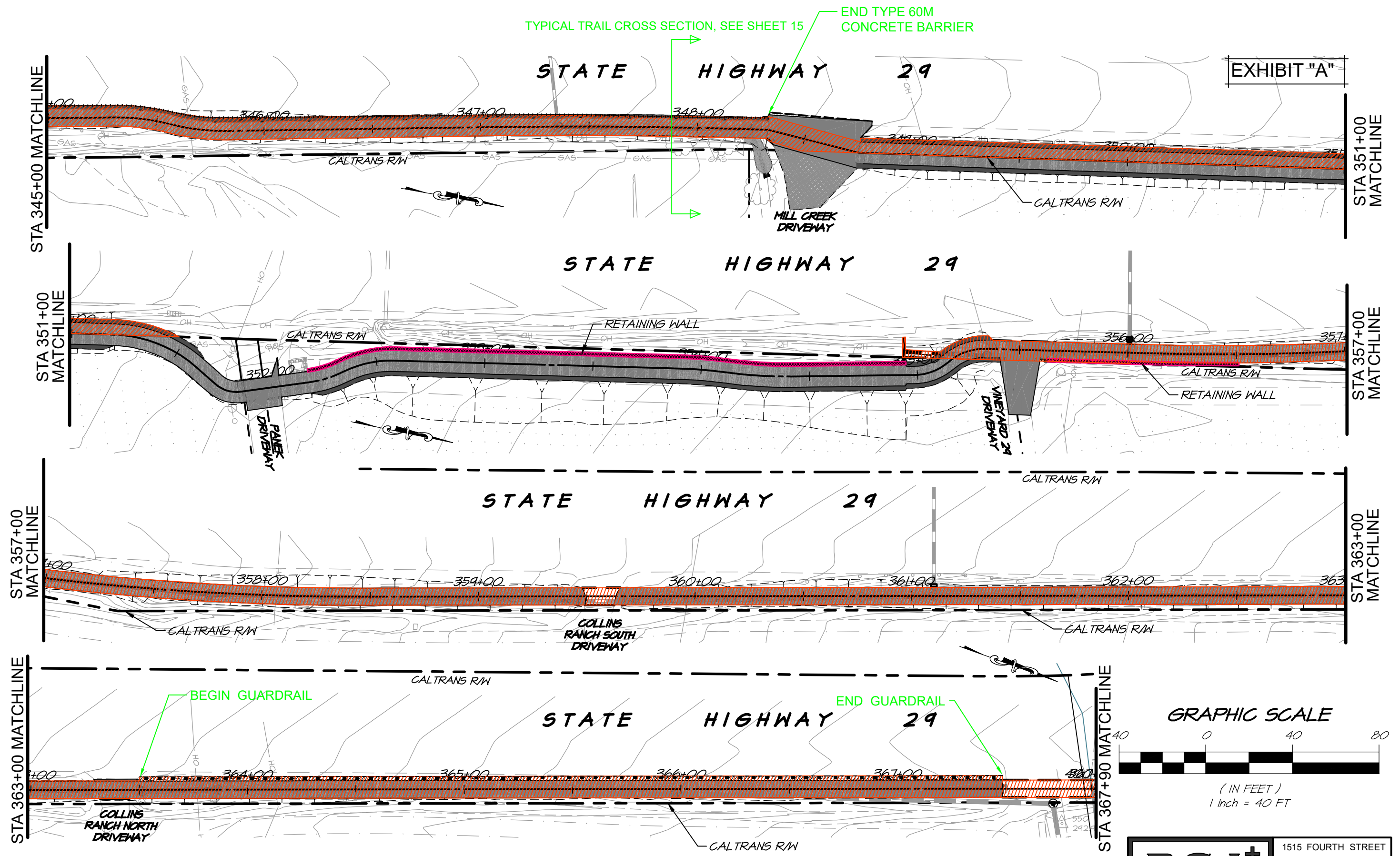
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June 2021

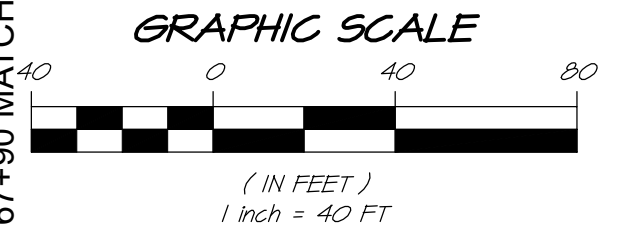
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MAINTENANCE AGREEMENT WITH THE COUNTY OF NAPA
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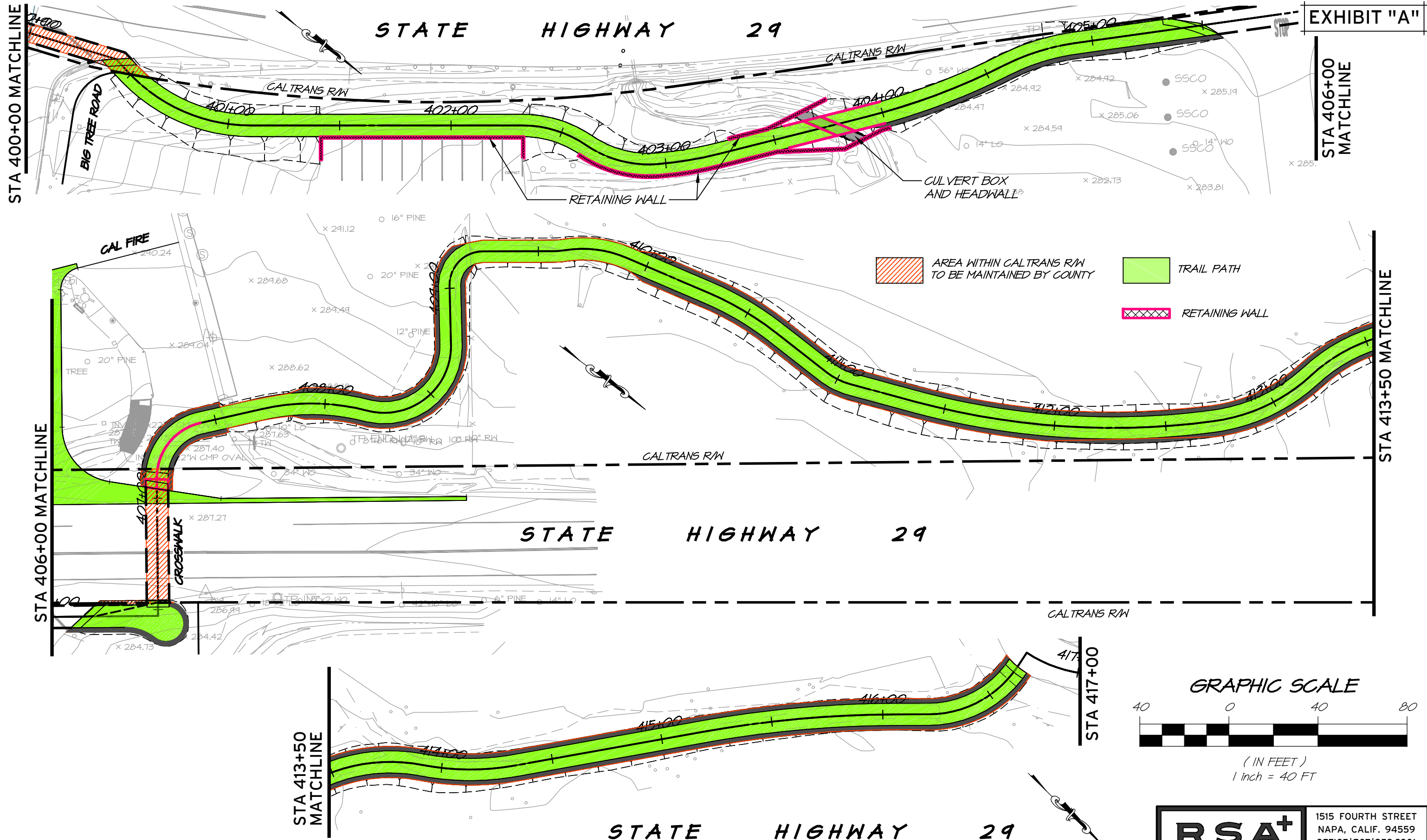
- AREA WITHIN CALTRANS R/W TO BE MAINTAINED BY COUNTY
- TRAIL PATH
- RETAINING WALL
- TYPE 60M CONCRETE BARRIER
- GUARDRAIL



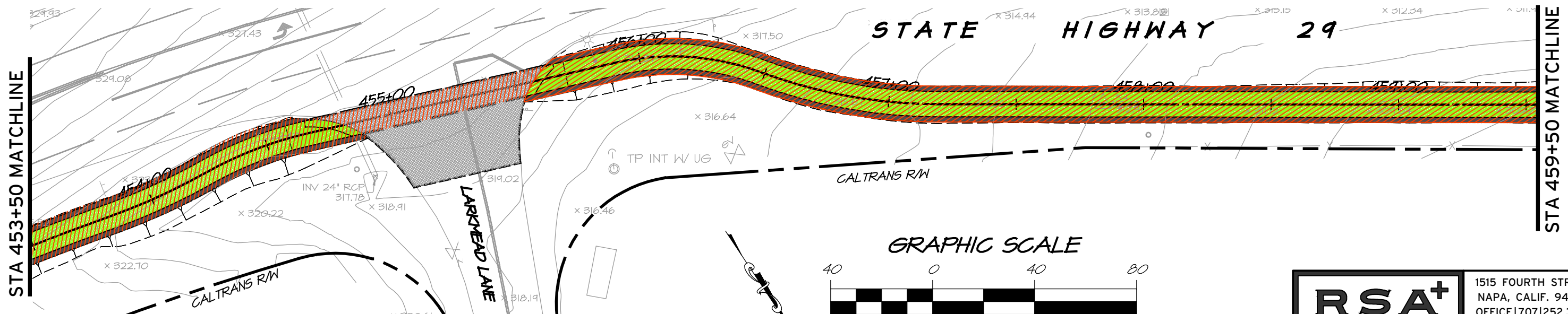
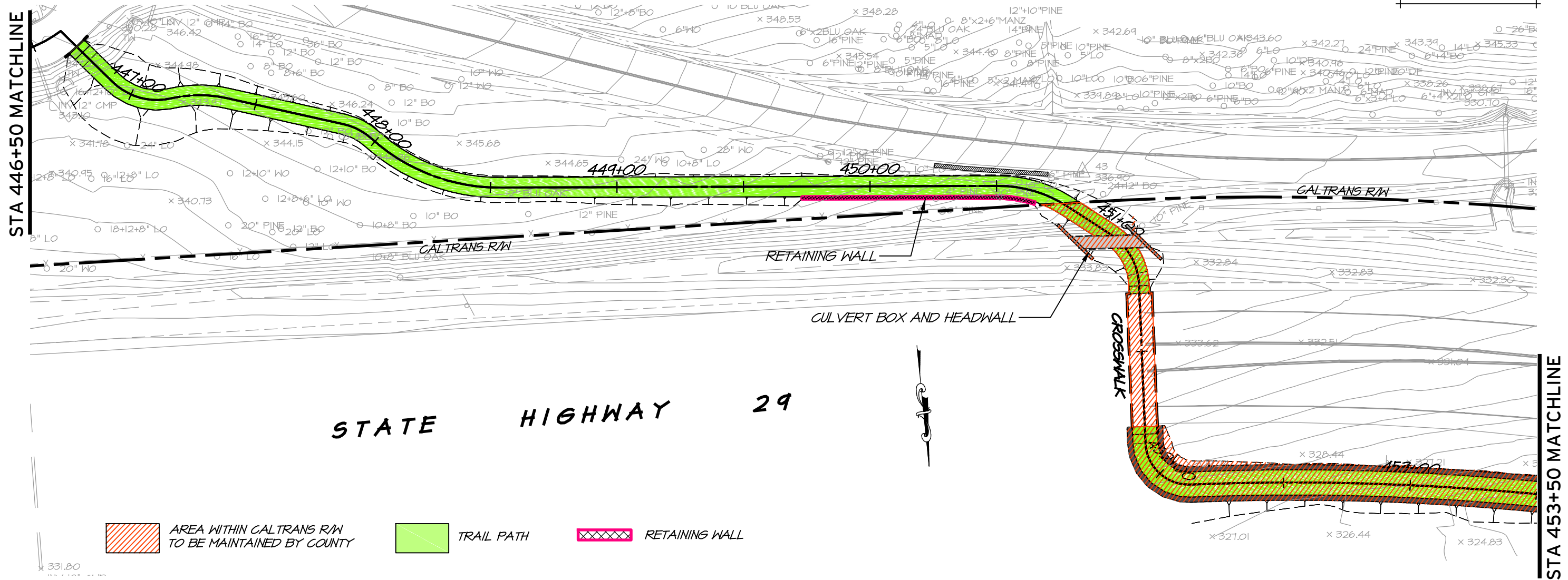
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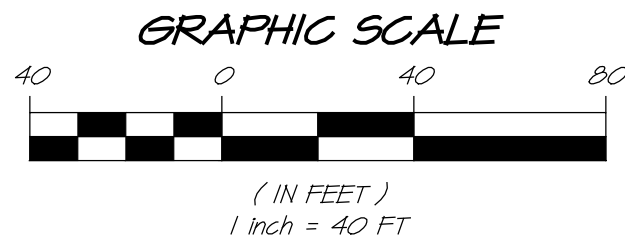
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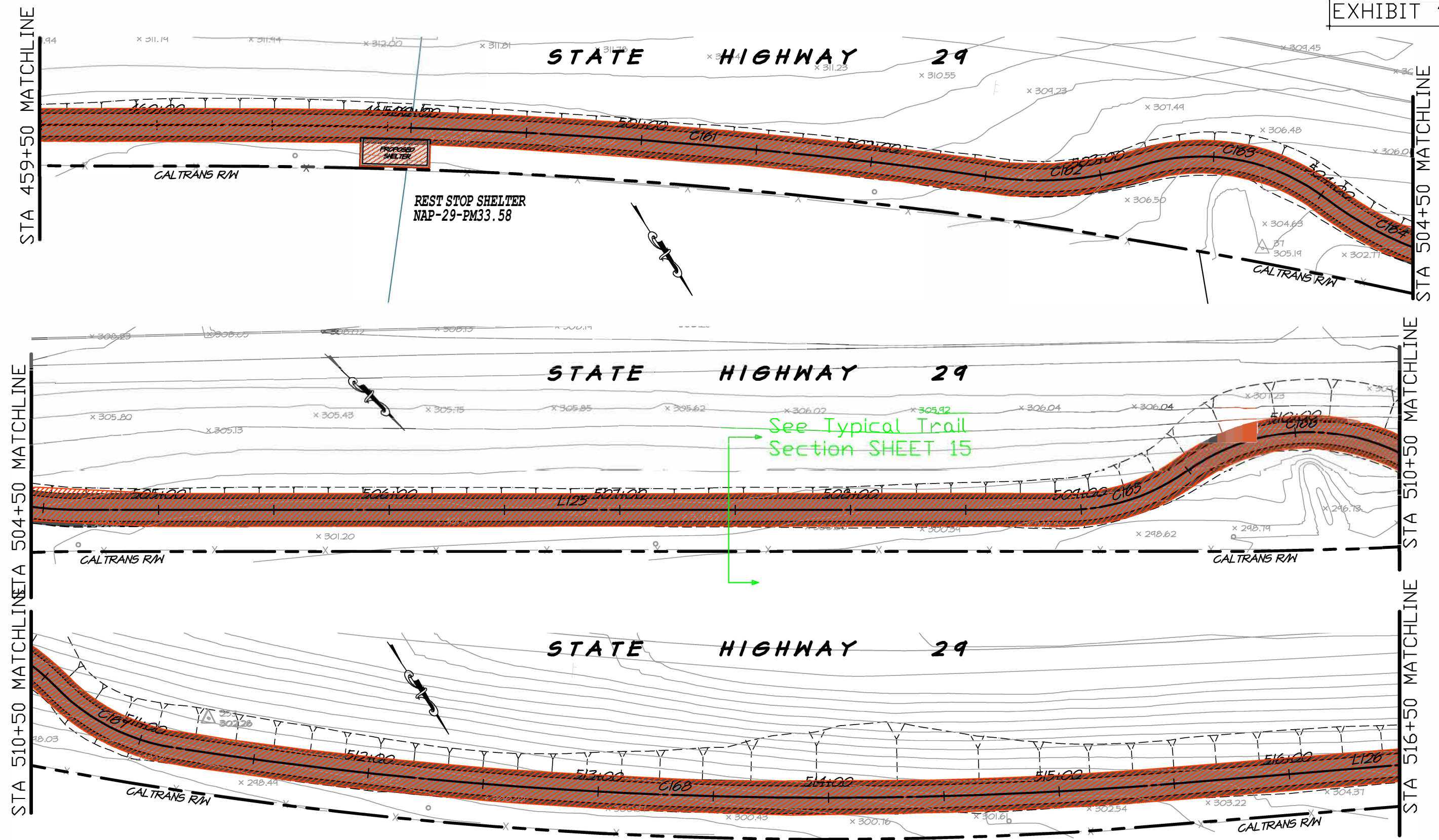
MAINTENANCE AGREEMENT WITH THE COUNTY OF NAPA
04-NAP-29 POST MILES 30.1/35.5 FOR COUNTY OF NAPA



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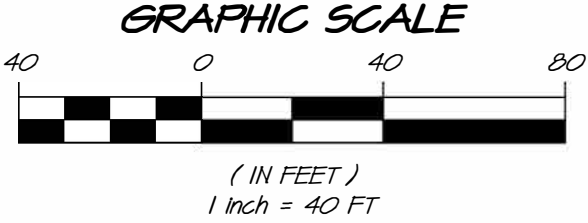


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 AREA WITHIN CALTRANS R/W TO BE MAINTAINED BY COUNTY

 TRAIL PATH



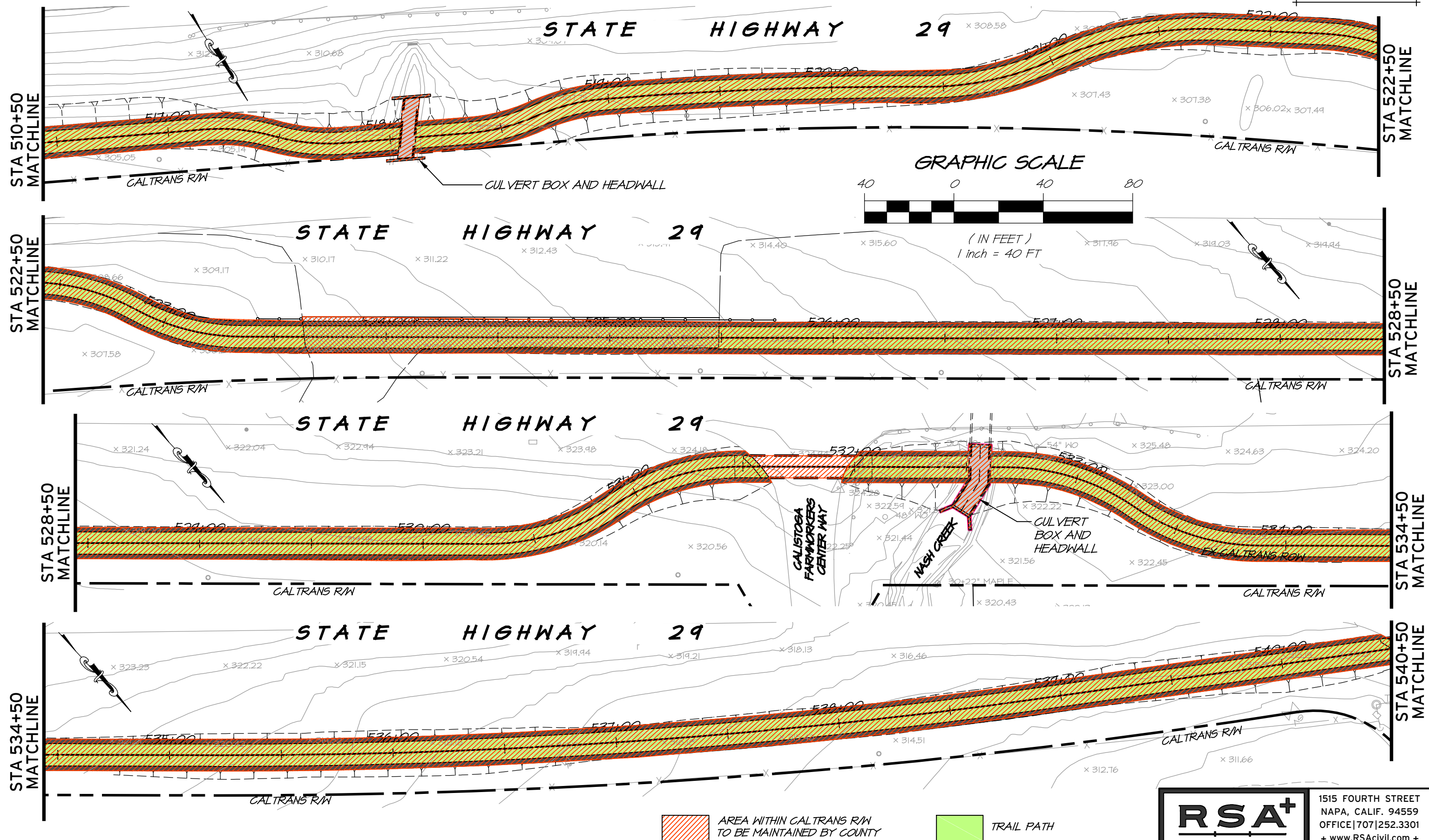
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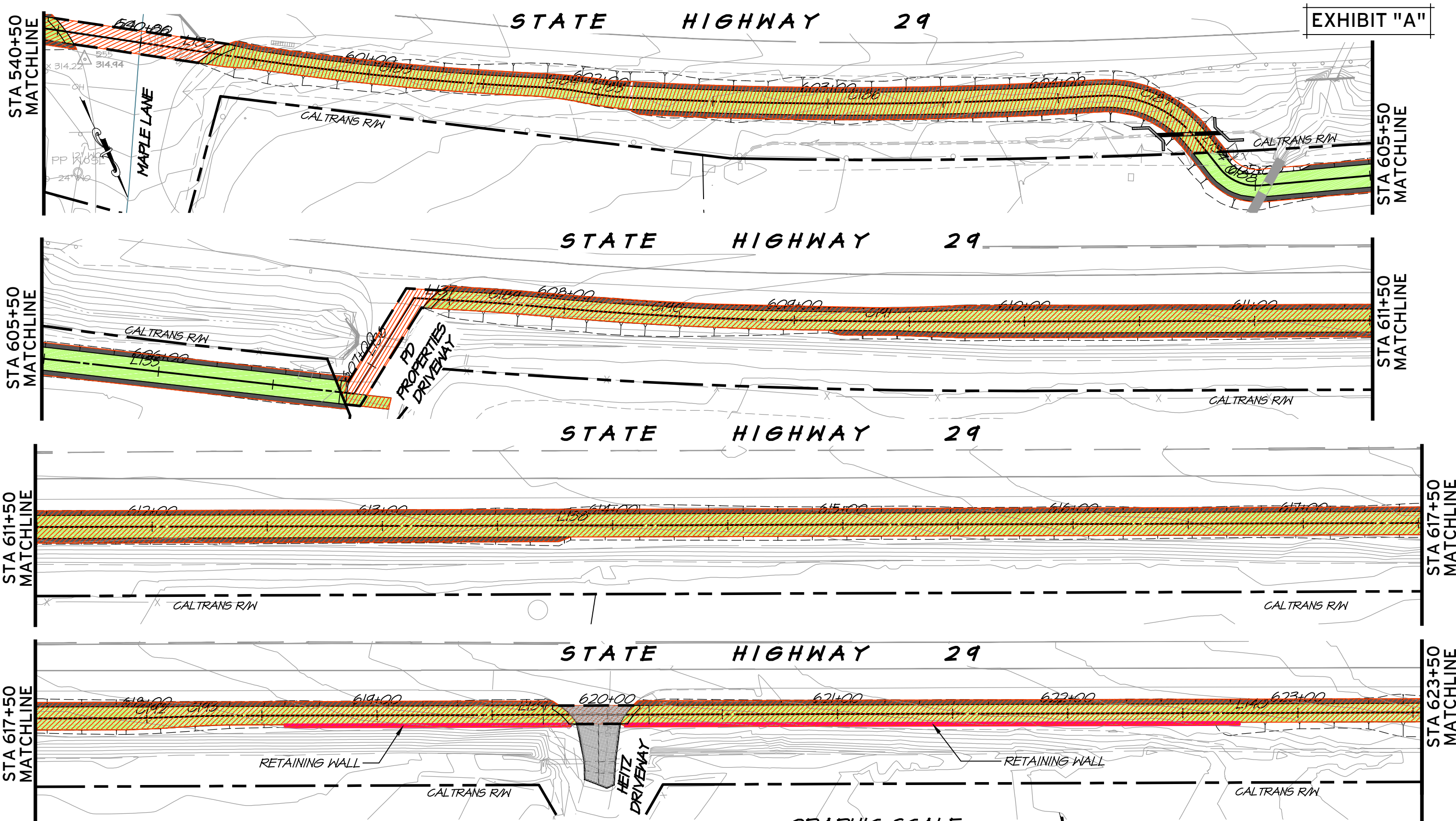


EXHIBIT "A"

AREA WITHIN CALTRANS R/W TO BE MAINTAINED BY COUNTY

TRAIL PATH

GRAPHIC SCALE



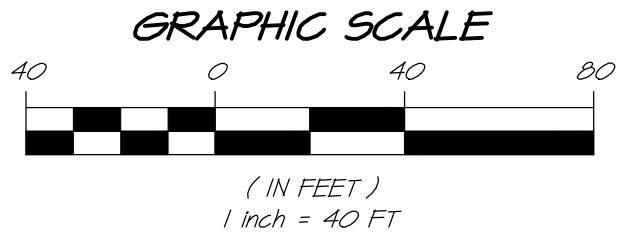
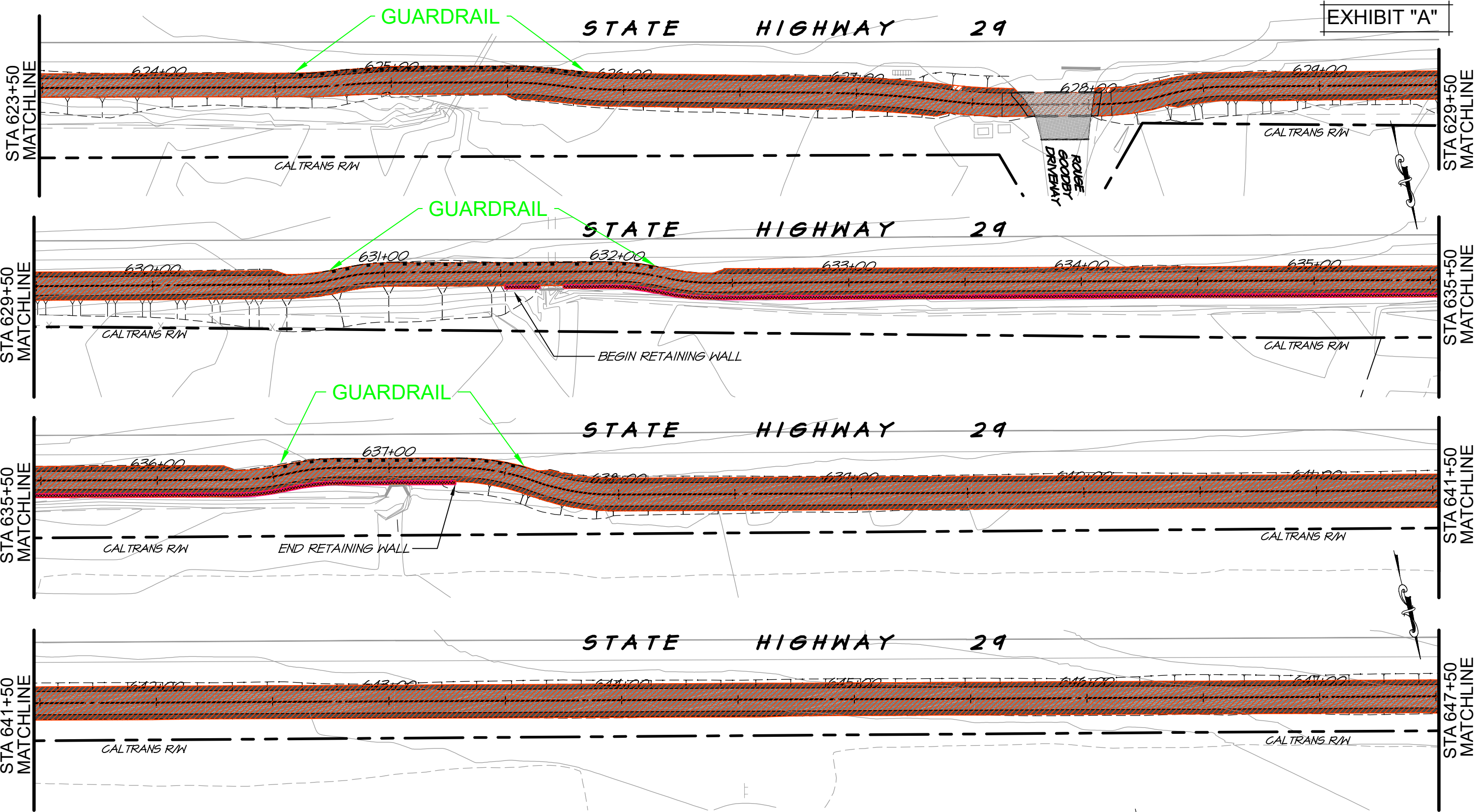
(IN FEET)
1 inch = 40 FT

MAINTENANCE AGREEMENT WITH THE COUNTY OF NAPA
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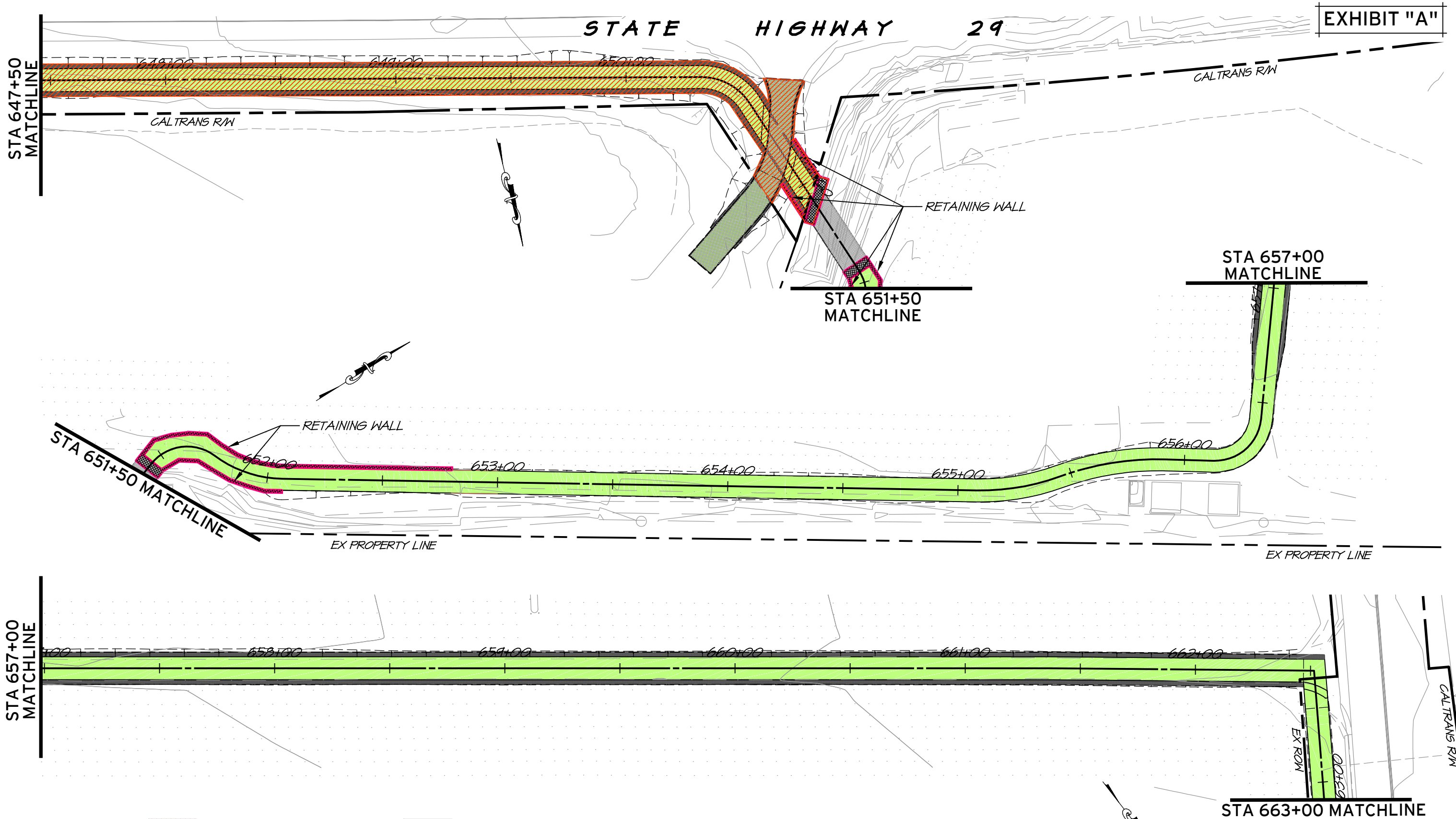


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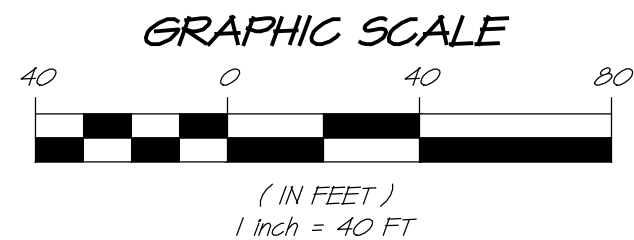
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AREA WITHIN CALTRANS R/W TO BE MAINTAINED BY COUNTY
 TRAIL PATH
 RETAINING WALL

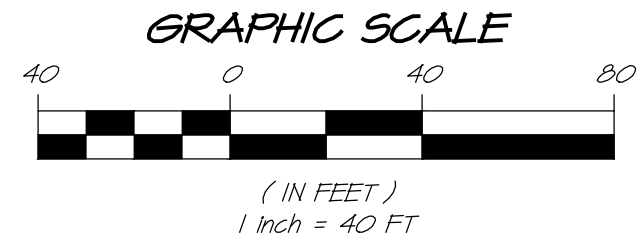
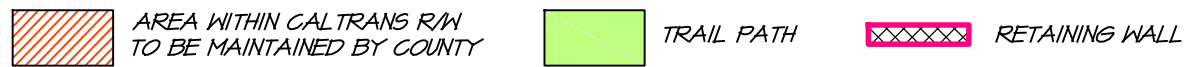
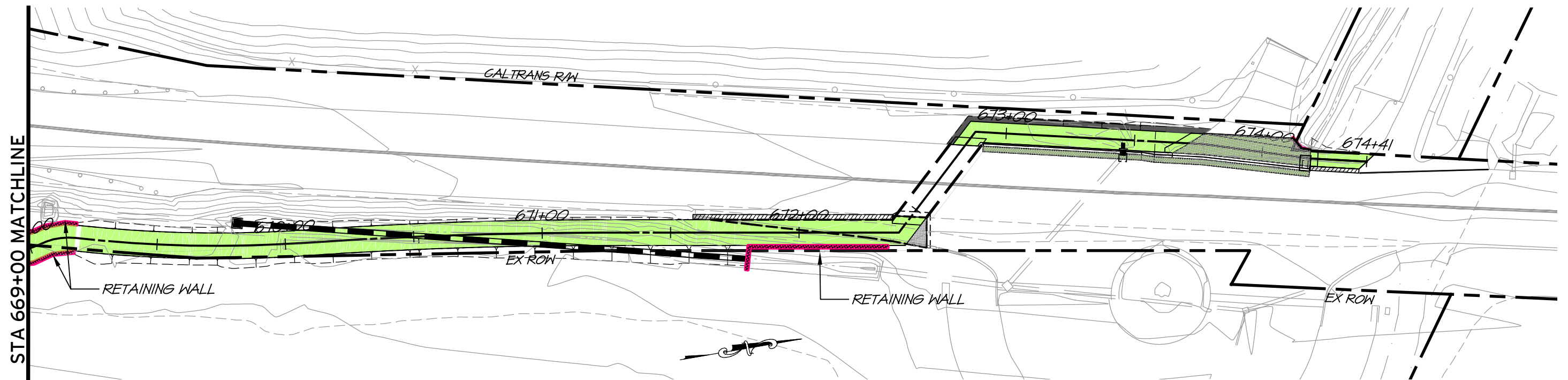
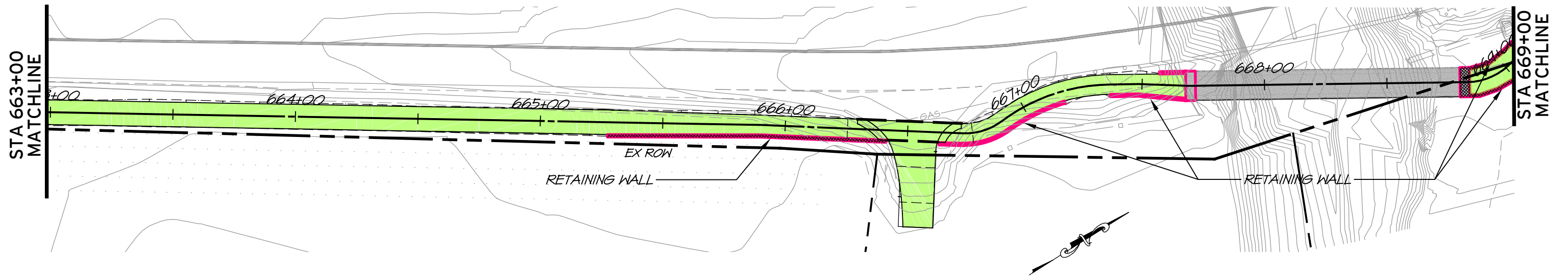


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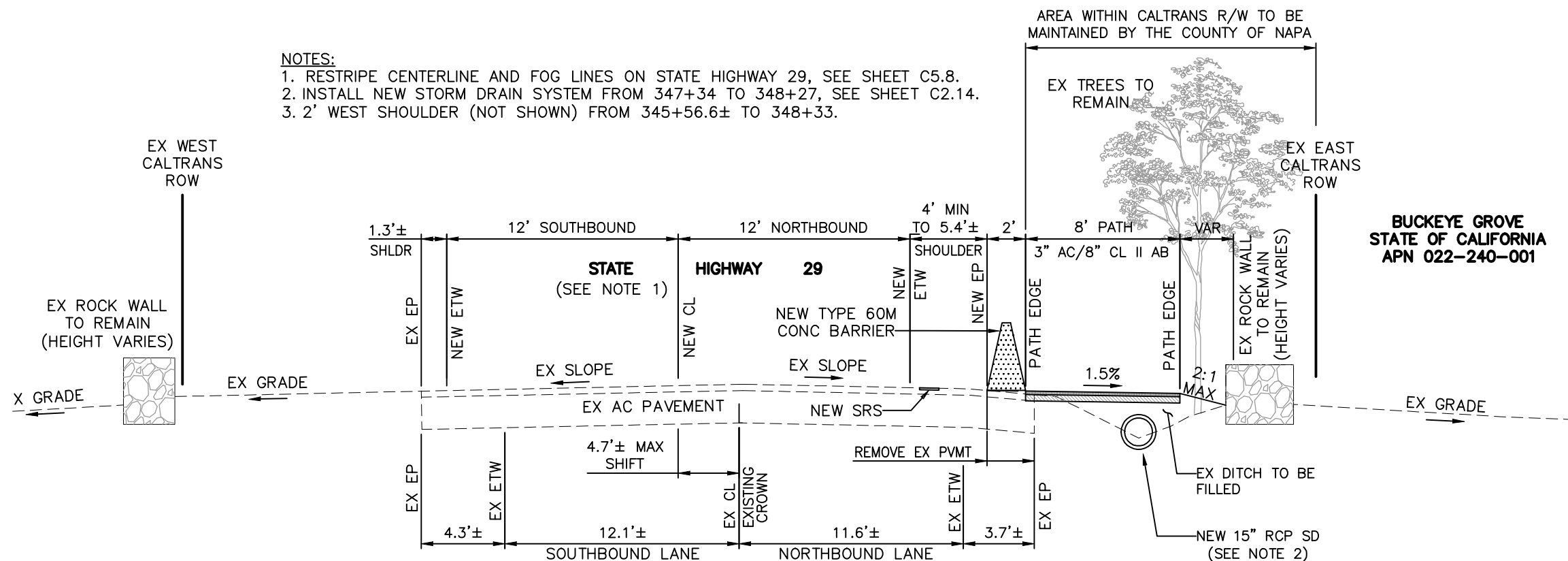
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04-NAP-29 POST MILES 30.1/35.5 FOR COUNTY OF NAPA

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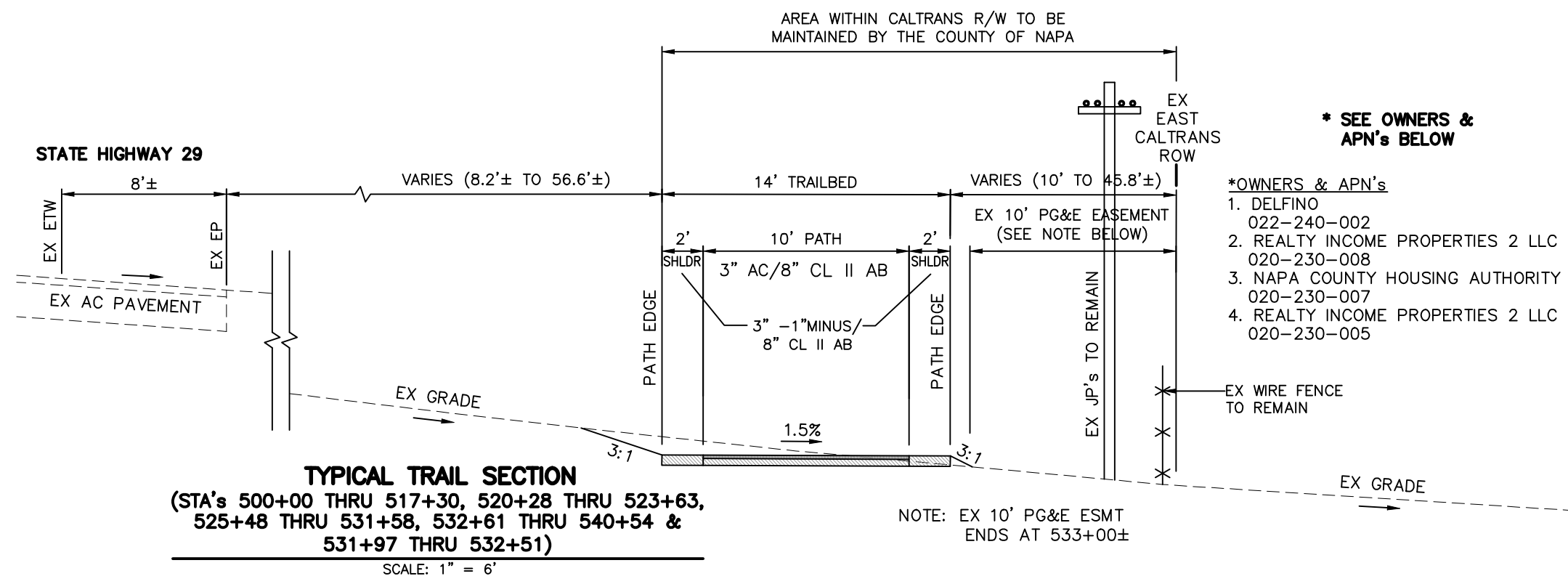
NOTES:

1. RESTRIPE CENTERLINE AND FOG LINES ON STATE HIGHWAY 29, SEE SHEET C5.8.
2. INSTALL NEW STORM DRAIN SYSTEM FROM 347+34 TO 348+27, SEE SHEET C2.14.
3. 2' WEST SHOULDER (NOT SHOWN) FROM 345+56.6± TO 348+33.



TYPICAL TRAIL SECTION
(STA 347+34 THRU 348+33)
SCALE: 1" = 6'

MAINTENANCE AGREEMENT WITH THE COUNTY OF NAPA
04-NAP-29 POST MILES 30.1/35.5 FOR COUNTY OF NAPA



TYPICAL TRAIL SECTION
(STA's 500+00 THRU 517+30, 520+28 THRU 523+63,
525+48 THRU 531+58, 532+61 THRU 540+54 &
531+97 THRU 532+51)
SCALE: 1" = 6'

* SEE OWNERS & APN's BELOW

*OWNERS & APN's

1. DELFINO 022-240-002
2. REALTY INCOME PROPERTIES 2 LLC 020-230-008
3. NAPA COUNTY HOUSING AUTHORITY 020-230-007
4. REALTY INCOME PROPERTIES 2 LLC 020-230-005

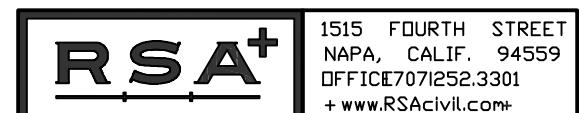


EXHIBIT “B”**TRAFFIC SIGNAL AND LIGHTING**

Caltrans and COUNTY of NAPA

Effective _____, 20____

BASIS OF COST DISTRIBUTIONOperated and Maintained

by COUNTY OF NAPA

<u>Route and PM</u>	<u>Location</u>	<u>Type of Facility</u>	Cost Distribution	
			<u>State</u>	<u>COUNTY</u>
29	Larkmead Lane	PHB	0%	100%
29	Big Pine Road	PHB	0%	100%

[Type here]

**EXHIBIT C - LETTER OF CERTIFICATE OF
NAPA COUNTY
STATEMENT OF SELF INSURANCE**

January 15, 2021

California Department of Transportation District 4
111 Grand Avenue
Oakland, CA 94623

ATTN: David Ambuehl, Deputy District Director, Maintenance

Napa County
Office of Emergency Services

RE: Statement of Self Insurance for Napa County ("COUNTY") Related to Project Specific Maintenance Agreement with State of California Department of Transportation ("STATE") for Napa County at Vine Trail ("PROJECT SPECIFIC MAINTENANCE AGREEMENT").

Dear Mr. Ambuehl,

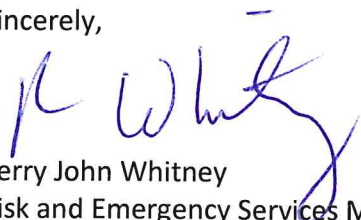
The purpose of this letter is to certify that the COUNTY is self-insured and self-funded covering third-party claims arising out of its general operations (for example, commercial general liability and automobile liability insurance). Further, the COUNTY is self-insured covering workers' compensation claims and has received the consent of the State Department of Industrial Relations to do so.

Each fiscal year, as a part of its budgetary process, the COUNTY appropriates funds specifically to satisfy valid third-party claims and workers' compensation claims, which may be brought against the COUNTY.

The COUNTY certifies its self-insured, general liability coverage for bodily injury liability and property damage liability, meets the required coverage amounts in section 12.1 (INSURANCE) of the Project Specific Maintenance Agreement, specifically general liability insurance, coverage of body injury liability and property damage liability in an amount of \$1 million per occurrence and \$2 million in aggregate and \$5 million in excess. The COUNTY further represents that regarding any claims made in connection with the Project Specific Maintenance Agreement by the STATE, the STATE will be first-in-line regarding the reserved, self-insured amounts.

If you need any additional information regarding this letter, please direct those inquiries through my office.

Sincerely,



Kerry John Whitney
Risk and Emergency Services Manager, Napa County