

**LITTER AND DEBRIS REMOVAL DELEGATED MAINTENANCE AGREEMENT
IN THE CITY OF MERCED**

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

AGREEMENT

1. The PARTIES desire to provide that CITY perform specific maintenance functions on the STATE highways within the CITY as authorized in Section 130 of the Streets and Highways Code.
2. The CITY will perform such maintenance work as is specifically delegated to it, on the identified State highway routes, or portions thereof, all as hereinafter described under this agreement and Exhibit A.
3. There is an existing Delegated Maintenance Agreement with CITY dated March 19, 2012. This agreement is not meant to replace or supersede the earlier agreement.
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.
5. The functions and levels of maintenance service delegated to the CITY in the attached Exhibit A, have been considered in setting authorized total dollar amounts. The CITY may perform additional work if desired, but the STATE will not reimburse the CITY for more than the authorized dollar limits established herein.
6. The STATE will reimburse the CITY for the actual cost of all routine maintenance work performed by the CITY as delegated under Exhibit A to this Agreement. It is agreed that during any fiscal year, the maximum expenditure on any route shall not exceed the amount as shown in Exhibit A to this Agreement unless such expenditure is revised by an amended Agreement or otherwise adjusted or modified as hereinafter provided for.
7. Upon written request by CITY the expenditure per route for routine maintenance work, as referred to in Exhibit A, may be increased, decreased, redistributed between routes, or additional expenditures for specific projects may be made by STATE. However, such adjustments should be authorized in writing by the District Director or his authorized representative and accepted by in writing by CITY. Exhibit A need not be amended.

8. Additional expenditures or an adjustment of expenditures, once authorized shall apply only for the fiscal year designated therein and shall not be deemed to permanently modify or change the basic maximum expenditure per route as specified in Exhibit A. An adjustment of any said maximum expenditure, either an increase or decrease, shall not affect other terms of the Agreement.
9. Exhibits A can be amended as necessary by written concurrence of PARTIES to reflect any future changes, deletion, or additions or to ensure an equitable annual cost allocation.
10. The CITY will submit bills in a consistent periodic sequence (monthly, quarterly, semiannually, or annually). Bills for less than \$500 shall not be submitted more than once each quarter. Bills must be submitted promptly following the close of STATE's fiscal year on each June 30th and should be coded according to the Caltrans HM Program Code as outlined in this Agreement. Bills submitted for periods prior to the last fiscal year will be deemed waived and will not be honored.
11. Maintenance services provided by contract or on a unit-rate basis with overhead costs included shall not have these above-mentioned charges added again. An actual handling charge by the CITY for the direct cost of processing this type of bill will be allowed.

12. LEGAL RELATIONS AND RESPONSIBILITIES

- 12.1. Nothing in the provisions of this Agreement is intended to create duties or obligations to or rights in third parties not PARTIES to this contract or to affect the legal liability of either PARTY to the contract by imposing any standard of care respecting the maintenance of State highways different from the standard of care imposed by law.
- 12.2. 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 will 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 or other theories or assertions of liability occurring by reason of anything done or omitted to be done by CITY under this Agreement.
- 12.3. 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 under this Agreement. It is understood and agreed that STATE will 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 or other theories or assertions of liability occurring by reason of anything done or omitted to be done by STATE under this Agreement.

13. PREVAILING WAGES:

13.1. 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.

13.2. 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 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.

14. SELF-INSURED - CITY is self-insured. CITY 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 CITY meets the coverage requirements of this section. This Letter of Self-Insurance shall also identify the location as depicted in EXHIBIT A. CITY 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 B.

14.1. SELF-INSURED using Contractor - If the work performed under this Agreement is done by CITY's contractor(s), CITY 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 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.

15. STATE costs and expenses assumed under the terms of this Agreement are conditioned upon the passage of the annual State of California Budget by the Legislature, the allocation of funding by the California Transportation Commission as appropriate, and the encumbrance of funding to the District Office of STATE to pay the billing by CITY.
16. 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.
17. 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 16 above.

PARTIES are empowered by Streets and Highways Code section 116 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, PARTIES hereto have set their hands and seals the day and year first above written.

THE CITY OF MERCED

STATE OF CALIFORNIA
DEPARTMENT OF TRANSPORTATION

TOKS OMISHAKIN
Director of Transportation

Initiated and Approved

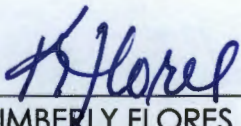
By: _____
STEPHANIE DIETZ
City Manager

By: _____
MAURICIO SERRANO
Deputy District Director
Maintenance
District 10

ATTEST:

By: _____
JENNIFER LEVESQUE
Assistant City Clerk

As to Form and Procedure:

By:  _____
KIMBERLY FLORES
Interim City Attorney

By: _____
Attorney
Department of Transportation

EXHIBIT A

DELEGATION OF MAINTENANCE

Route No.	Length Miles	Description of Routing	Program Delegated	Maximum Annual Authorized Expenditure
SR-99	Locations 1-13	Refer to Exhibit Maps within the Merced City Limits (set forth below in this Exhibit A	HM2D	\$75,000.00

TOTAL AUTHORIZED EXPENDITURE:\$75,000.00

Exhibit A Location 13
MER-99, PM-15.148 at O Street



 **LIMITS OF DELEGATED MAINTENANCE AGREEMENT (DMA)**

Exhibit A Location 12
MER-59, PM-15.350 at 16th Street & Snelling Highway




 **LIMITS OF DELEGATED MAINTENANCE AGREEMENT (DMA)**

Exhibit A Location 11
MER-99, PM-15.856 at SB Off to WB Route 140




 **LIMITS OF DELEGATED MAINTENANCE AGREEMENT (DMA)**

Exhibit A Location 10
MER-99, PM-15.779 at Junction 140/V Street

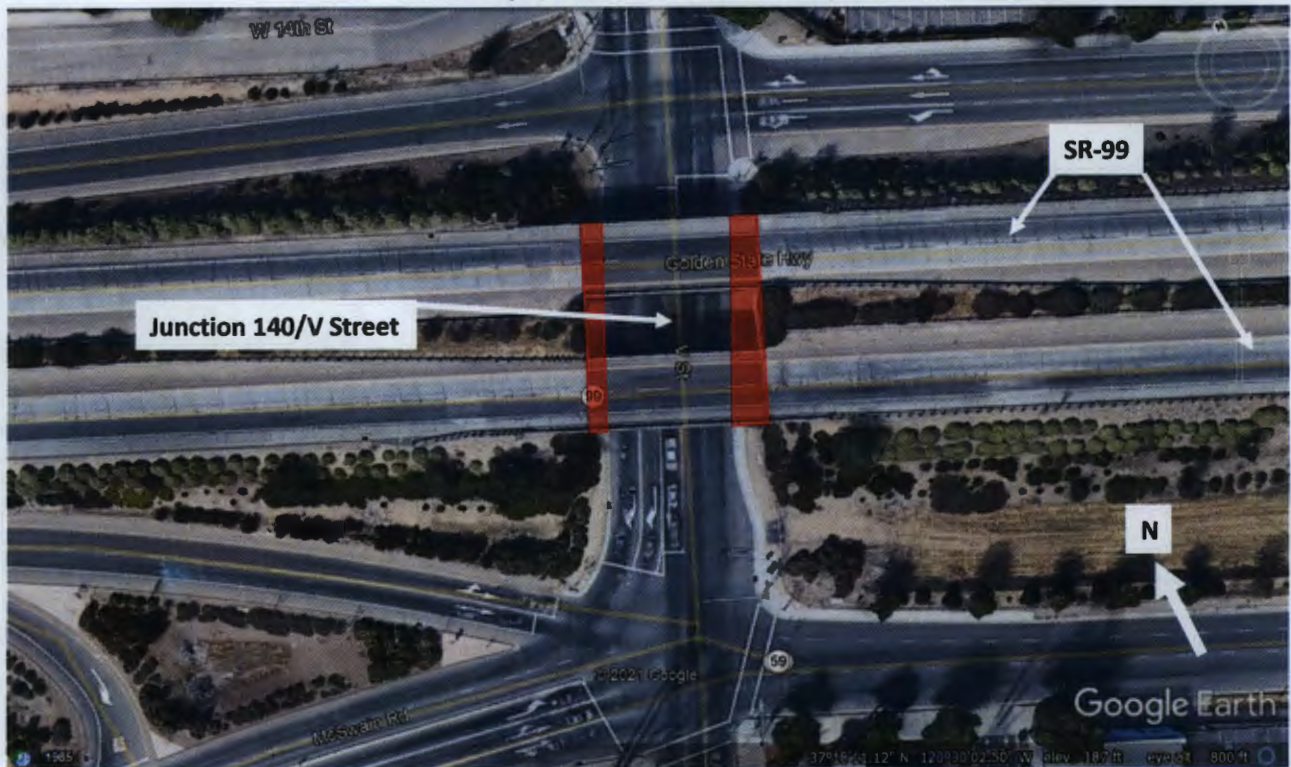
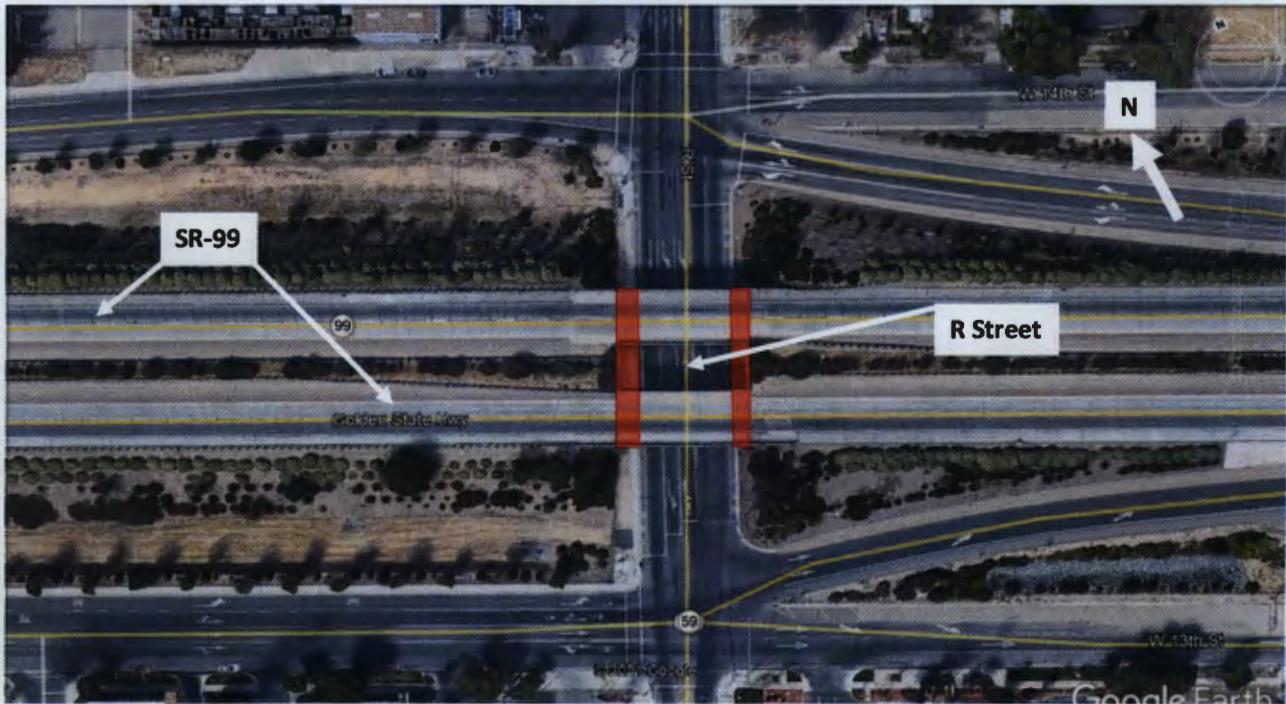


Exhibit A Location 9
MER-99, PM-15.416 at R Street On and Off Ramps



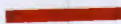
LIMITS OF DELEGATED MAINTENANCE AGREEMENT (DMA)

Exhibit A Location 8
MER-99, PM-15.416 at R Street



LIMITS OF DELEGATED MAINTENANCE AGREEMENT (DMA)

Exhibit A Location 7
MER-99, PM-14.962 at M Street



LIMITS OF DELEGATED MAINTENANCE AGREEMENT (DMA)

Exhibit A Location 6
MER-99, PM-14.872 at L/Canal Street




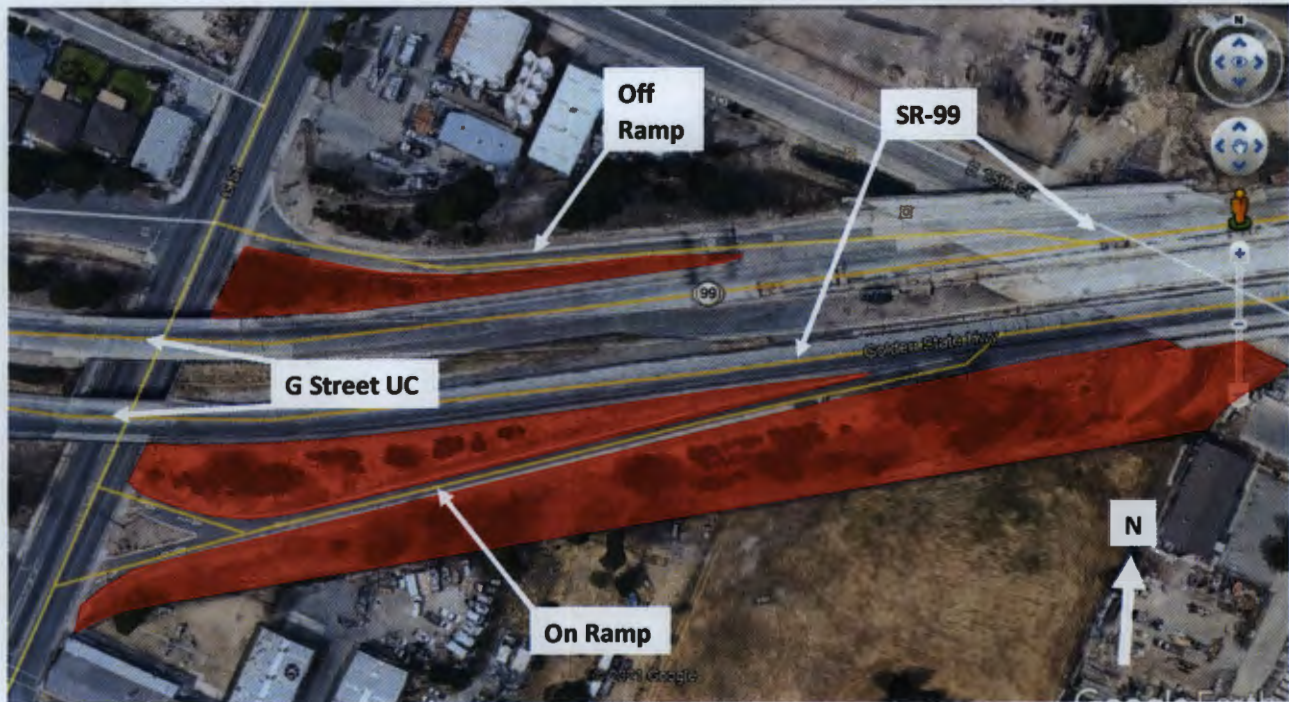
 **LIMITS OF DELEGATED MAINTENANCE AGREEMENT (DMA)**

Exhibit A Location 5
MER-99, PM-14.686 at Junction 59/Martin Luther King Jr. Way



 **LIMITS OF DELEGATED MAINTENANCE AGREEMENT (DMA)**

Exhibit A Location 4
MER-99, PM-14.411 at G Street UC On and Off Ramps



 **LIMITS OF DELEGATED MAINTENANCE AGREEMENT (DMA)**

Exhibit A Location 3
MER-99, PM-13.861 at Junction 140/Yosemite Parkway




 **LIMITS OF DELEGATED MAINTENANCE AGREEMENT (DMA)**

Exhibit A Location 2
MER-99, PM-14.217 at East 15th Street UC



 **LIMITS OF DELEGATED MAINTENANCE AGREEMENT (DMA)**

Exhibit A Location 1
MER-99, PM-13.094 at East Childs Avenue OC



 **LIMITS OF DELEGATED MAINTENANCE AGREEMENT (DMA)**

EXHIBIT B – LETTER OF CERTIFICATION OF CITY OF MERCED STATEMENT OF SELF
INSURANCE

TO: Caltrans District 10

_____, 2021

ATTN: Roger Abellana, Maintenance Agreement Coordinator
1976 E. Dr. Martin Luther King Jr., Blvd.
Stockton, CA. 95205

FROM: City of Merced
Department of Finance

RE: Statement of Self Insurance for City of Merced Related to Litter and Debris Removal
Delegated Maintenance Agreement with State of California Department of
Transportation ("STATE") for highway shoulder areas of State Route 99 at various
locations within the City of Merced (DMA TR 10 21 0077)

Dear Mr. Abellana

The purpose of this letter is to certify that the CITY 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 CITY 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 CITY appropriates funds specifically to satisfy valid third-party claims and workers' compensation claims, which may be brought against the CITY.

The CITY certifies its self-insured, general liability coverage for bodily injury liability and property damage liability, meets the required coverage amounts in section 14 (INSURANCE) of the Maintenance Agreement, specifically general liability insurance, coverage of bodily 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 CITY further represents that regarding any claims made in connection with the 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 inquires through my office.

Sincerely,

FINANCE MANAGER

Central San Joaquin Valley Risk Management Authority
1750 Creekside Oaks Drive, Suite 200, Sacramento, CA 95833
916-244-1100

Liability Certificate of Coverage

Additional Covered Party

Certificate Number: 62770911

Certificate Holder: State of California Caltrans District 10

Attn: Attn: Roger Abellana
1976 E. Dr. Martin Luther King Jr. Boulevard
Stockton, CA 95205

Covered Party: City of Merced

Description of Covered Activity: As respects Litter and Debris Removal Delegated Maintenance Agreement with State of California Department of Transportation for highway shoulder areas of State Route 99 at various locations within the City of Merced (DMA TR 10 21 0077), the State of California, its officers, agents, and employees are additional covered parties with regard to negligent acts or omissions of the City of Merced, its officers, officials, employees and volunteers.

Memorandum of Coverage Number: CSJVRMA 2021-GL

Effective Date: 07/7/2021

Expiration Date: 7/1/2022

Limits: \$1,000,000 (per occurrence)

The Following Coverage is in effect: General and automobile liability as defined in the Memorandum of Coverage on file with the covered party named above.

Pursuant to the definition of Covered Party in the Liability Memorandum of Coverage, the certificate holder named above is an additional covered party for covered claims arising out of the covered activity stated above and is subject to the limits stated above.

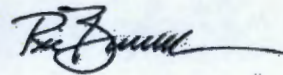
This is to certify that the coverage listed above has been issued to the Covered Party named above for the coverage period indicated, notwithstanding any requirement, term, or condition of any contract or other document with respect to which this certificate may be issued or may pertain. The coverage afforded as described herein is subject to all the terms, exclusions, and conditions of the Memorandum of Coverage of the CSJVRMA, which is available for your review upon request.

Coverage is in effect from 12:01 a.m. Pacific Time of effective date to 12:01 a.m. Pacific Time of expiration date as stated above and will not be canceled, limited, or allowed to expire except upon 30-day notice to the certificate holder.

Date Issued: 7/7/2021

Renewal: Yes **Excess Certificate Issued:** Yes

Authorized Representative Signature:



California Affiliated Risk Management Authorities
1750 Creekside Oaks Drive, Suite 200, Sacramento, CA 95833
916-244-1100

Liability Certificate of Coverage

Additional Covered Party

Certificate Number: 62771695

Certificate Holder: State of California Caltrans District 10

Attn: Attn: Roger Abellana
1976 E. Dr. Martin Luther King Jr. Boulevard
Stockton, CA 95205

Covered Party: CSJVRMA-City of Merced

Description of Covered Activity: As respects the Agreement between the State of California Caltrans District 10 and the City of Manteca regarding the litter, debris, and graffiti removal delegated maintenance; the State of California Caltrans District 10 is an additional covered party with regard to any negligent acts or omissions of the City of Manteca, its officers, officials, employees, and volunteers.

Memorandum of Coverage Number: CARMA 2021-GL

Effective Date: 7/7/2021

Expiration Date: 7/1/2022

Limits: \$5,000,000 (per occurrence)

Excess of: \$1,000,000

The Following Coverage is in effect: General and automobile liability as defined in the Memorandum of Coverage on file with the covered party named above.

Pursuant to the definition of Covered Party in the Liability Memorandum of Coverage, the certificate holder named above is an additional covered party for covered claims arising out of the covered activity stated above and is subject to the limits stated above.

This is to certify that the coverage listed above has been issued to the Covered Party named above for the coverage period indicated, notwithstanding any requirement, term, or condition of any contract or other document with respect to which this certificate may be issued or may pertain. The coverage afforded as described herein is subject to all the terms, exclusions, and conditions of the Liability Memorandum of Coverage of the Covered Party named above as well as to all the terms, exclusions, and conditions of the Liability Memorandum of Coverage of the California Affiliated Risk Management Authorities, which are available for your review upon request.

Coverage is in effect from 12:01 a.m. Pacific Time of effective date to 12:01 a.m. Pacific Time of expiration date as stated above and will not be canceled, limited, or allowed to expire except upon 30-day notice to the certificate holder.

Date Issued: 7/7/2021

Renewal: Yes **Underlying Certificate Issued:** Yes

Authorized Representative Signature:

