

**FREEWAY MAINTENANCE
AGREEMENT
WITH
CITY OF HUNTINGTON BEACH**

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 Huntington Beach; hereinafter referred to as "CITY" and collectively referred to as "PARTIES."

SECTION I

RECITALS

1. WHEREAS, on April 18, 2016 a Freeway Agreement was executed between CITY and STATE, wherein the PARTIES consented to certain adjustments of the local street and road system required for the development of that portion of STATE Interstate (I) 405 within the jurisdictional limits of the CITY of Huntington Beach as a freeway; and
2. WHEREAS, recent adjustments to said freeway have now been completed, or are nearing completion, and the PARTIES hereto mutually desire to identify the maintenance responsibilities for improvements to separation structures lying within those modified freeway limits; and
3. WHEREAS, 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 State Maintenance Manual; and
4. WHEREAS, pursuant to Section 6 of the above April 18, 2016 Freeway Agreement, CITY has resumed or will resume control and maintenance over each of the affected relocated or reconstructed CITY streets, except for those portions adopted as a part of the freeway proper.

NOW THEREFORE IT IS AGREED:

SECTION II

AGREEMENT

1. This AGREEMENT will supersede the existing Freeway Maintenance Agreement dated August 3, 1992 for the same location between the STATE and CITY upon execution of this AGREEMENT.
2. CITY agrees to continue their control and maintenance of each of the affected relocated or reconstructed CITY streets and roads as shown on that plan map attached hereto, marked Exhibit A, and made a part hereof by this reference.
3. STATE agrees to continue control and maintenance of those portions adopted as a part of I-405 Freeway proper as shown Exhibit A.

4. CITY agrees to share the maintenance responsibilities as shown on the Exhibit A, and on individual infrastructure items as provided in Exhibit Attached and made a part of this Agreement by reference.
5. If there are changes agreed upon in the maintenance duties between PARTIES, the PARTIES can revise and replace the Exhibits by a mutual written amendment.
6. When another planned future improvement has been constructed and/or a minor revision has been affected within the limits of the freeway herein described which will affect the PARTIES' division of maintenance responsibility as described herein, STATE will provide a new dated and revised Exhibit A which will thereafter supersede the attached original Exhibit A and become part of this Agreement.
7. CITY must obtain the necessary Encroachment Permits from STATE's District 12 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.
8. Where referenced herein, Routine Maintenance shall include: graffiti abatement; cleaning; debris and trash removal; street sweeping, weed abatement; crack sealing, crack repair and non-structural crack and spall repair on bridge barrier and sidewalk; striping and signage, and other appurtenant maintenance items as designated in the applicable Exhibits. Routine Maintenance shall not include repair to maintain structural integrity, replacement or upgrade of STATE's structural elements.
9. COMMUNITY IDENTIFICATION
 - 9.1. CITY will be responsible for repair and replacement of community identifier on the interior/street facing side of the community identifier monuments, see attached Exhibit A
 - 9.2. CITY will abate graffiti and perform Routine Maintenance on the interior/street facing side of the community identifier monuments.
 - 9.3. STATE will abate graffiti on exterior/freeway facing side of the community identifier monuments. STATE will not be responsible for restoration of the community identifier.
 - 9.4. STATE will be responsible for the community identifier monuments' structure and their integrity.

10. VEHICULAR AND PEDESTRIAN OVERCROSSINGS

- 10.1. STATE will maintain, at STATE expense, the entire structure of any STATE constructed vehicular and pedestrian overcrossings of I-405 below the deck wearing surface and any wearing surface treatment, barrier and sidewalk structure, subsurface drainage structure and joint seal assemblies as shown on the attached exhibit, marked A8
- 10.2. CITY will maintain, at CITY expense, the drainage system cleaning (and shall perform such work as may be necessary to ensure an impervious and/or otherwise suitable surface), all portions of the structure above the bridge deck, including, but without limitation, cleaning, graffiti abatement, Routine Maintenance, lighting installations, signs

and pavement delineation, and CITY's infrastructure that may be required for the benefit or control of traffic and located within the bridge(s) as shown on the attached exhibit, marked Exhibit A.

- 10.3. As directed by section 92.6 of the Streets and Highways Code, at locations determined by STATE, screening shall be placed on STATE freeway overpasses on which pedestrians are allowed. All screens installed under this program will be maintained by STATE, at STATE expense.
- 10.4. STATE will maintain, at STATE expense, the entire pedestrian overcrossing structure (including the pedestrian overcrossing southbound ramp) below the top of the concrete deck surface, exclusive of any surface treatment thereon. CITY, at CITY expense, the top of concrete deck surface, together with any surface treatment thereon, and all portions of the structure above the concrete deck surface, except screening which will be maintained by the STATE at STATE expense, and shall perform such other work as shown on Exhibit A9-A11.
11. WALLS AND COLUMNS – STATE is responsible for walls within STATE's right of way, including the structure and its integrity. CITY will perform debris removal, cleaning, and painting to keep any wall structure or column free of debris, dirt, and graffiti on the CITY-facing side of the wall. STATE will abate graffiti on the freeway-facing side of the wall and maintain the concrete barrier and retaining wall including the structure integrity.
12. INTERCHANGE OPERATION - It is STATE's responsibility to provide efficient operation of freeway interchanges, including ramp connections to local streets and roads.
13. ELECTRICALLY OPERATED TRAFFIC CONTROL DEVICES
 - 13.1. Cost allocations assigned to each of the PARTIES for electrically operated traffic control devices placed at interchanges of I-405 Freeway and CITY streets and roads and at ramp connections or I-405 and CITY facilities shall be accordance with the "spelled out on a separate Electrical Facilities Cost Sharing Agreement.
 - 13.2. Timing of traffic signals, which shall be coordinated with CITY to the extent that no conflict is created with freeway operations, shall be the sole responsibility of STATE.
14. LEGAL RELATIONS AND RESPONSIBILITIES
 - 14.1. 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.
 - 14.2. 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 STATE, under or in connection with any work, authority or jurisdiction conferred upon STATE arising

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, tortuous, 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.

- 14.3. 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 and arising 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, tortuous, 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.

15. PREVAILING WAGES:

- 15.1. 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. 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 work. Work performed by CITY'S own forces is exempt from the Labor Code's Prevailing Wage requirements.

- 15.2. Requirements in Subcontracts - CITY 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 CITY's contracts.

16. **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, \$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.

17. **TERMINATION** - This Agreement may be terminated by timely mutual written consent by PARTIES, and CITY's failure to comply with the provisions of this Agreement may be grounds for a Notice of Termination by STATE.

February 6, 2025

TR-12-5-16

18. 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 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, PARTIES hereto have set their hands and seals the day and year first above written.

THE CITY OF

STATE OF CALIFORNIA
DEPARTMENT OF TRANSPORTATION

By: _____
Mayor/Chairmen

Initiated and Approved

By: _____
City Manager

By: _____
ROBERTA C. HETTICK, P.E.
Deputy District Director
Maintenance District

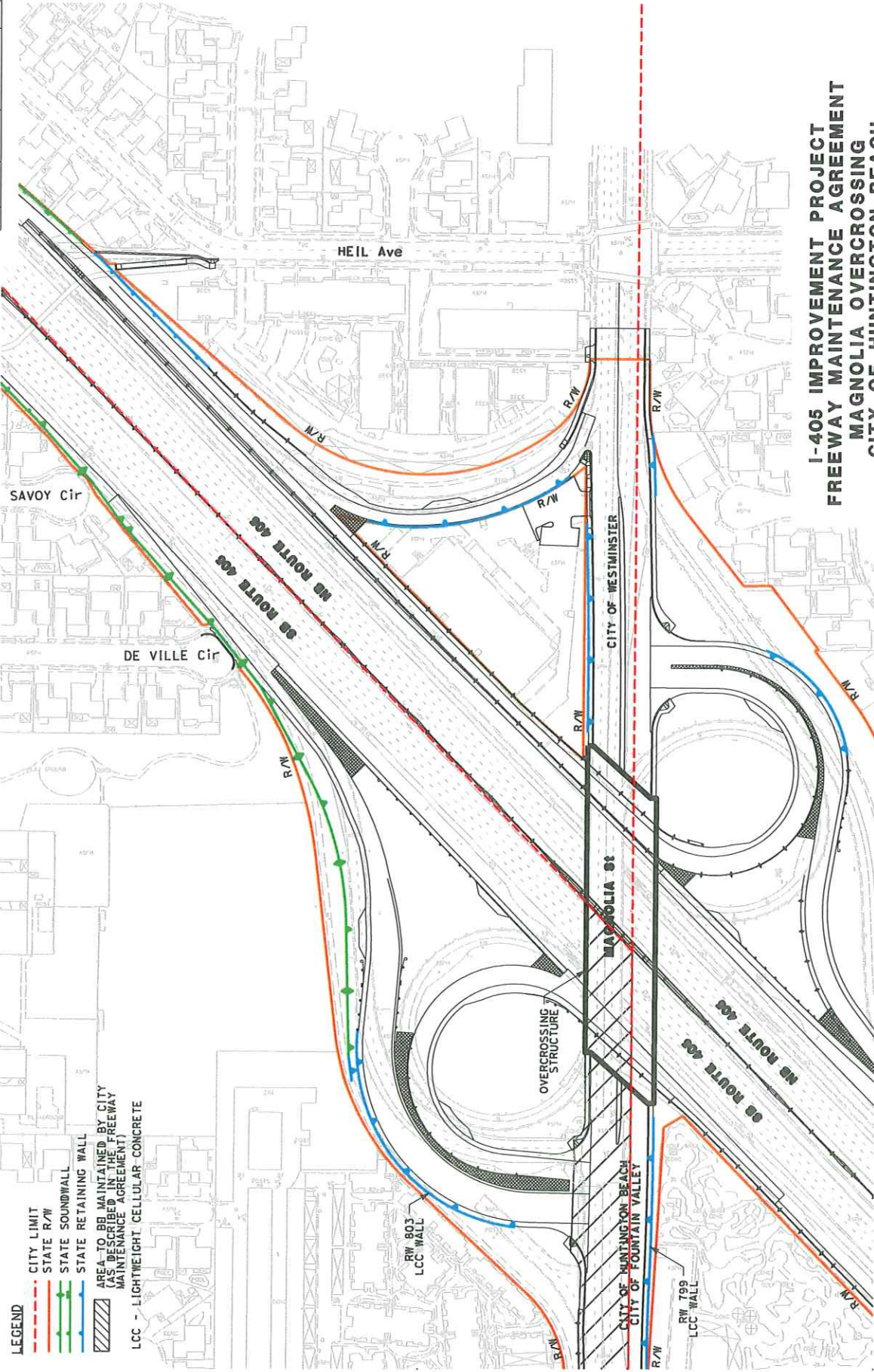
ATTEST:

By: _____
City Clerk

By:  _____
 City Attorney

Dist	County	Route	Post Miles	Sheet	Total
12	ORA	405	15.21	1	12

STATE OF CALIFORNIA - DEPARTMENT OF TRANSPORTATION	FUNCTIONAL SUPERVISOR	DESIGNED BY	CHECKED BY	DATE REVISED
BORRER LAST REVISED 7/2/2010	USER NAME >> USER	DATE FILE >> REQUEST	PROJECT NUMBER & PHASE	UNIT 0000



**I-405 IMPROVEMENT PROJECT
FREEWAY MAINTENANCE AGREEMENT
MAGNOLIA OVERCROSSING
CITY OF HUNTINGTON BEACH
EXHIBIT A1**

SCALE: 1"=150'

STATE OF CALIFORNIA - DEPARTMENT OF TRANSPORTATION		FUNCTIONAL SUPERVISOR	CALCULATED BY	CHECKED BY	DATE REVISED
BORRER LAST REVISED 7/2/2010			DESIGNED BY		

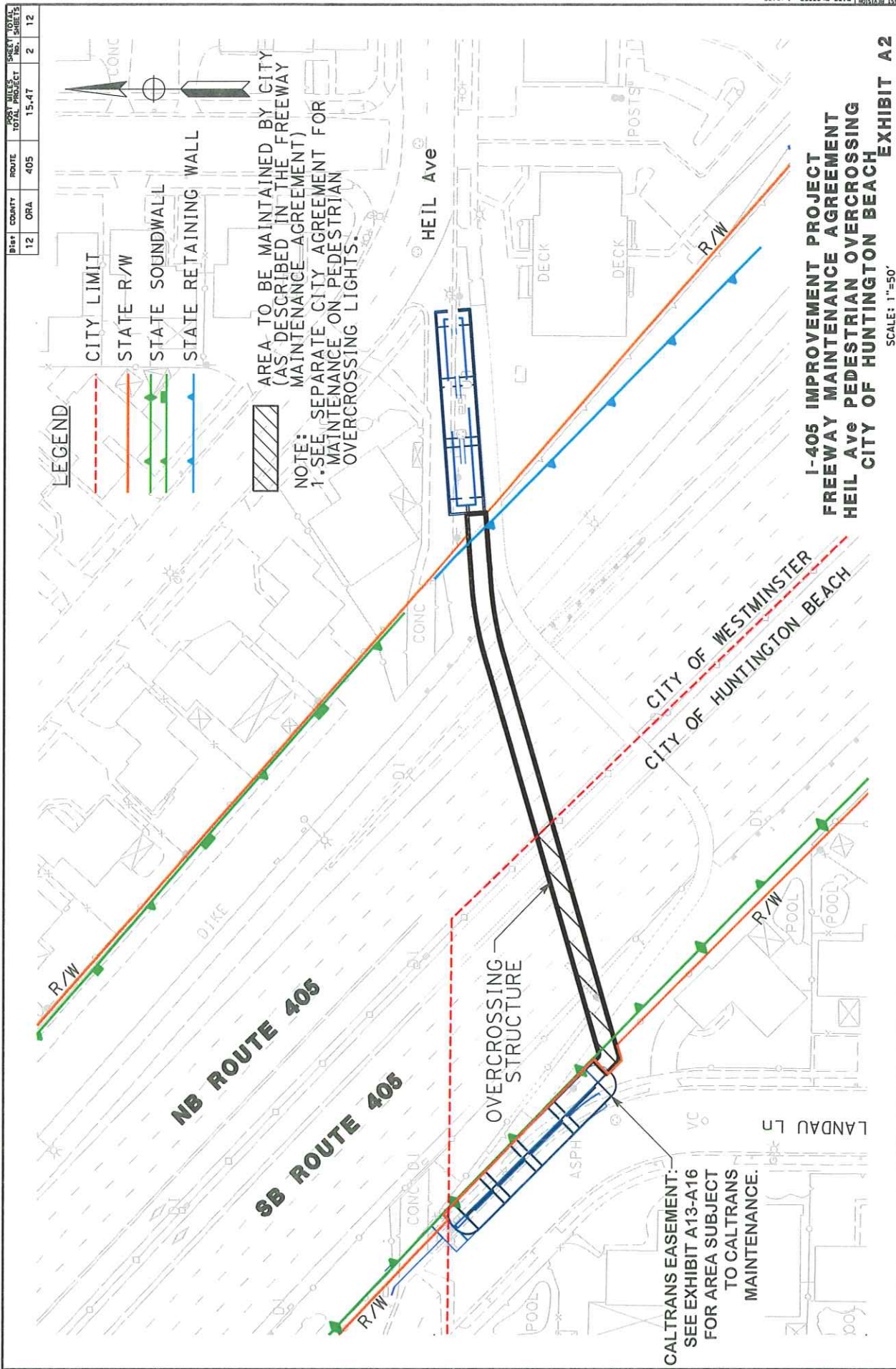
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RELATIVE BORRER SCALB
15 IN INCHES

UNIT 0000

PROJECT NUMBER & PHASE

000000000001



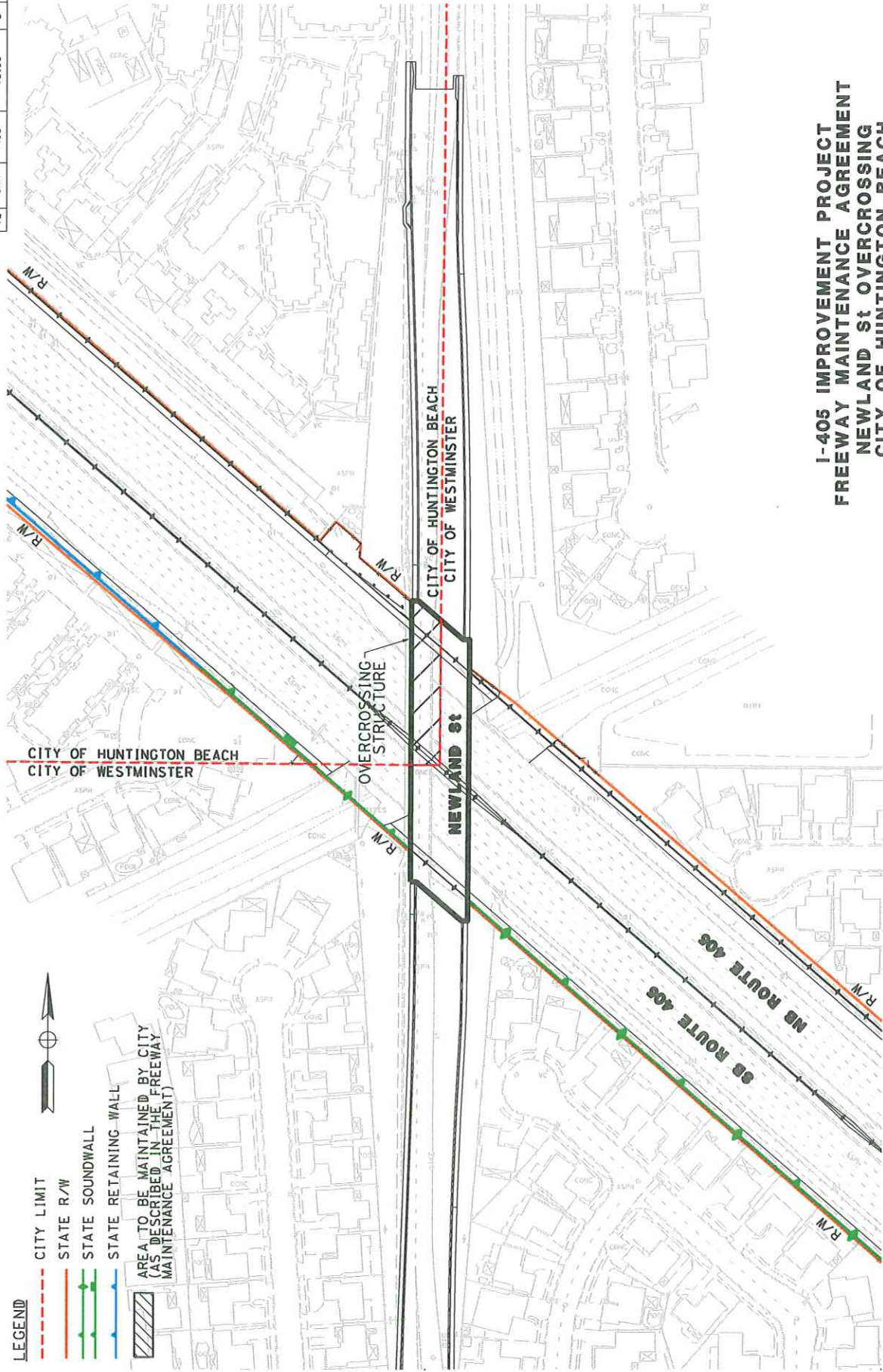
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DIS#	COUNTY	ROUTE	POST MILES TOTAL PROJECT	SHEET TOTAL
12	ORA	405	15.90	3
				12

STATE OF CALIFORNIA - DEPARTMENT OF TRANSPORTATION	FUNCTIONAL SUPERVISOR	DESIGNED BY	CHECKED BY	DATE REVISED

LEGEND

- CITY LIMIT
- STATE R/W
- STATE SOUNDWALL
- STATE RETAINING WALL
- AREA TO BE MAINTAINED BY CITY (AS DESCRIBED IN THE FREEWAY MAINTENANCE AGREEMENT)



**I-405 IMPROVEMENT PROJECT
FREEWAY MAINTENANCE AGREEMENT
NEWLAND St OVERCROSSING
CITY OF HUNTINGTON BEACH**

EXHIBIT A3

SCALE: 1"=120'

STATE OF CALIFORNIA - DEPARTMENT OF TRANSPORTATION	FUNCTIONAL SUPERVISOR		DESIGNED BY	CHECKED BY	DATE REVISED
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BORRER LAST REVISED 7/2/2010

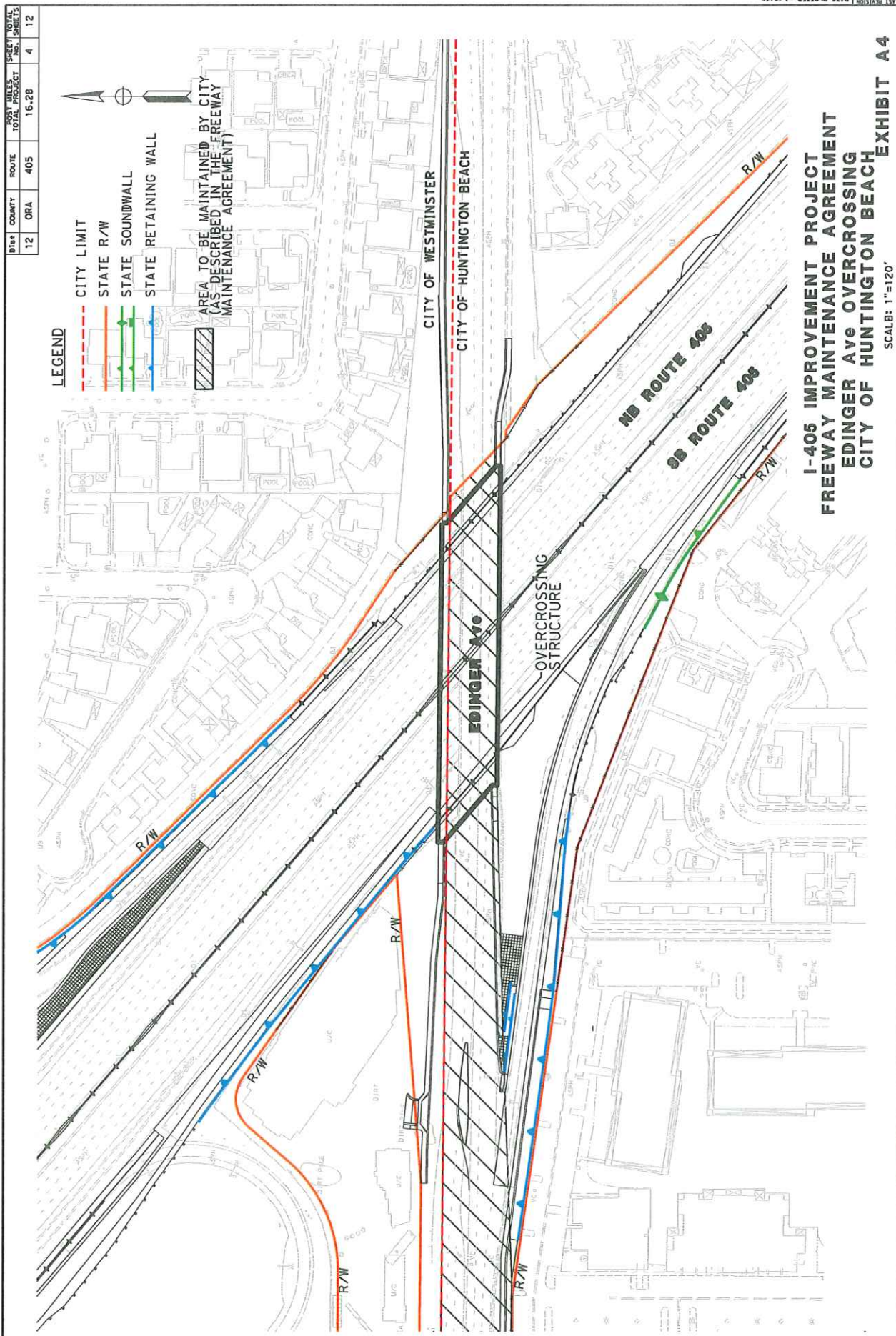
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IS IN INCHES

UNIT 0000

PROJECT NUMBER & PHASE


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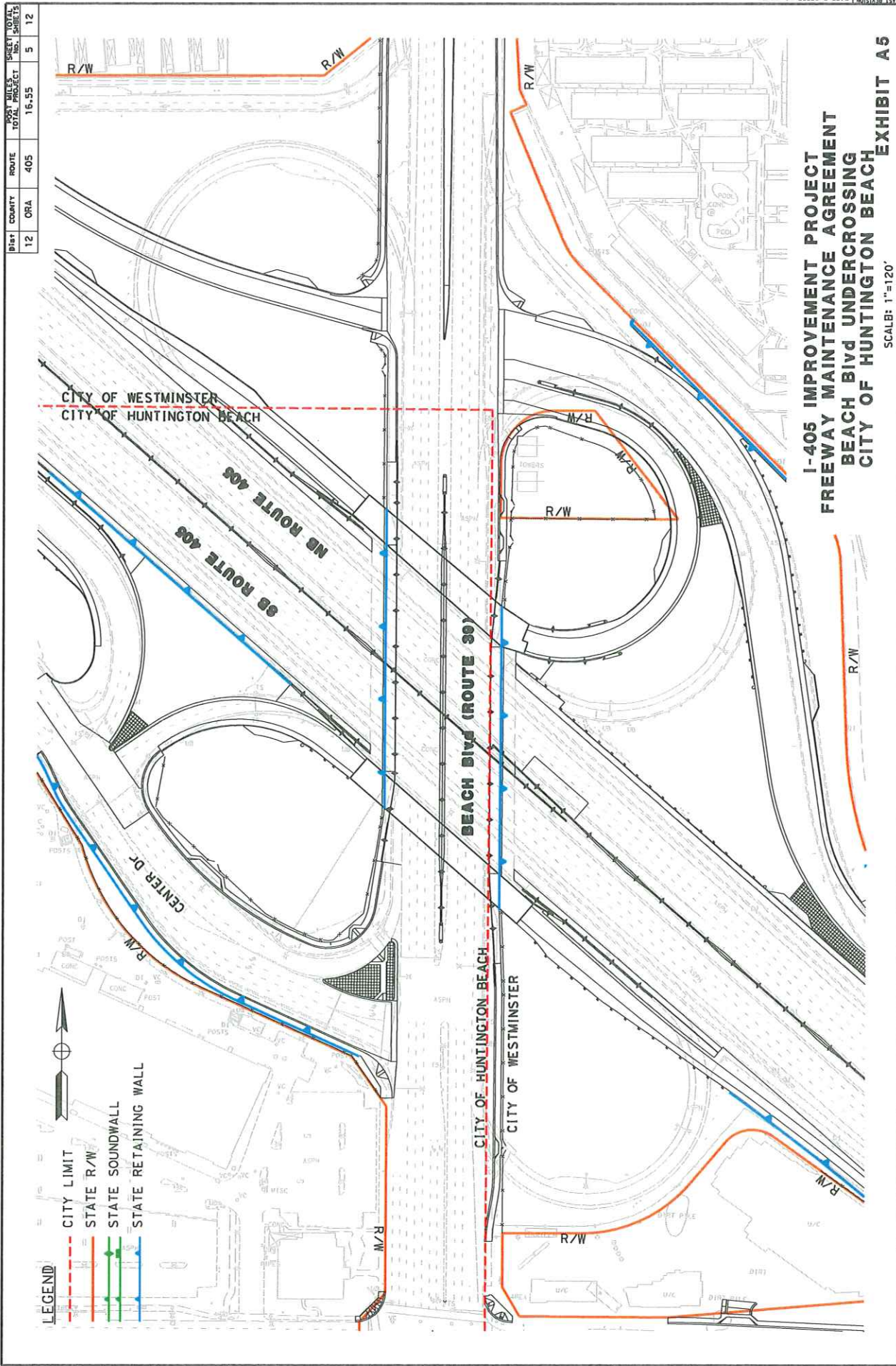
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12				12

00-00-00 DATE PLOTTED 4/3/01

Dist	County	Route	Post Miles	Total Project	Sheet No.	Total Sheets
12	ORA	405	16.55		5	12

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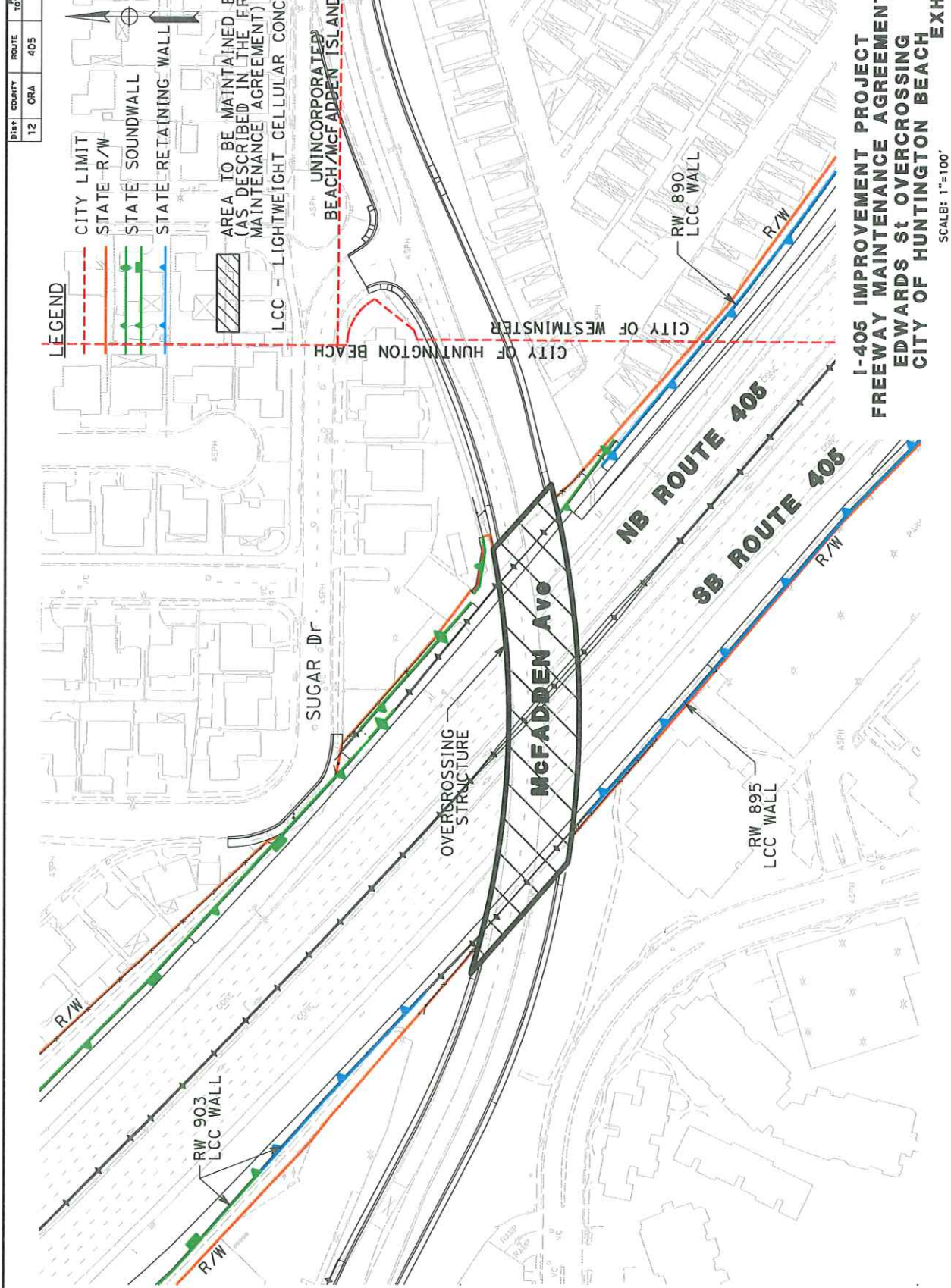
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BORDER LAST REVISED 7/2/2010

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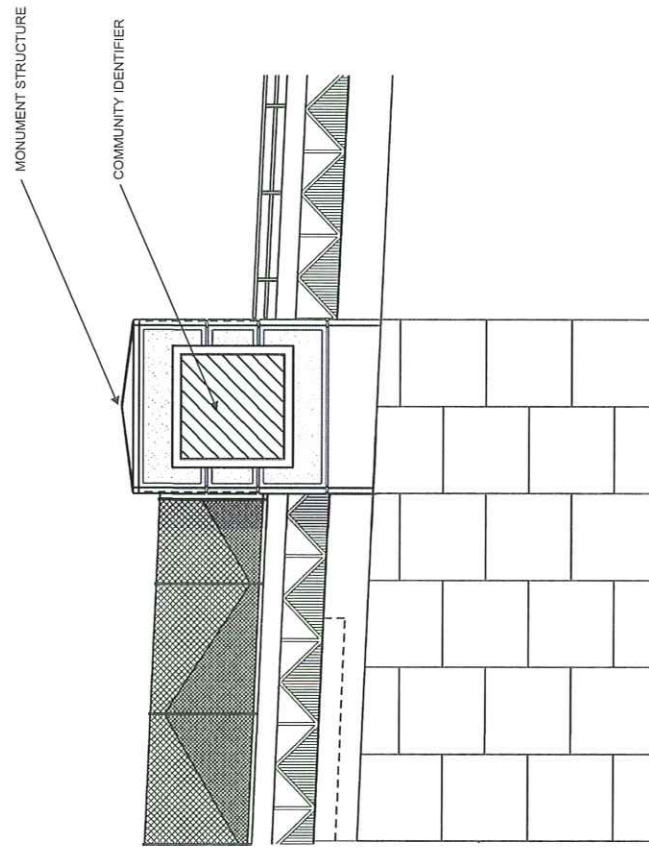
**I-405 IMPROVEMENT PROJECT
FREEWAY MAINTENANCE AGREEMENT
EDWARDS ST OVERCROSSING
CITY OF HUNTING BEACH**
EXHIBIT A6
SCALE: 1"=100'

DIST	COUNTY	ROUTE	POST MILES TOTAL PROJECT	SHEET NO.	TOTAL SHEETS
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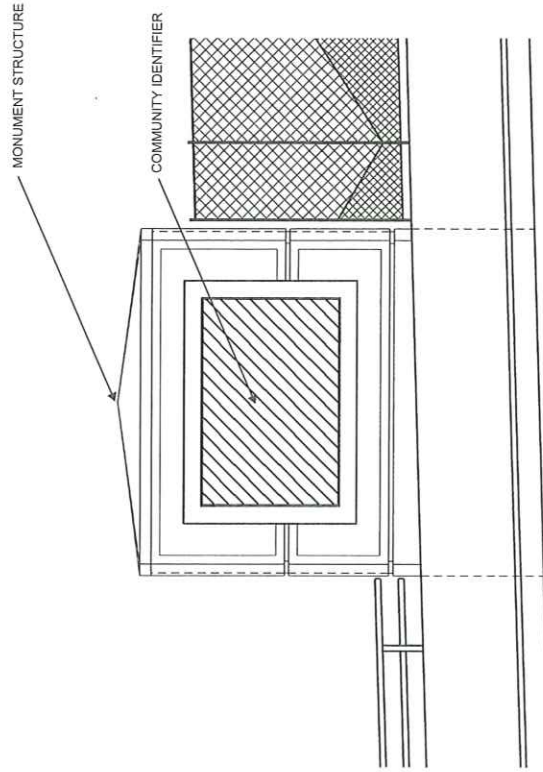
LEGEND

AREA TO BE MAINTAINED BY CITY

NOTE: APPLICABLE TO OVERCROSSINGS AT
MAGNOLIA ST
EDINGER AVE
MCFADDEN AVE



FREEWAY FACING SIDE



STREET FACING SIDE

STATE OF CALIFORNIA

STATE OF CALIFORNIA - DEPARTMENT OF TRANSPORTATION

FUNCTIONAL SUPERVISOR

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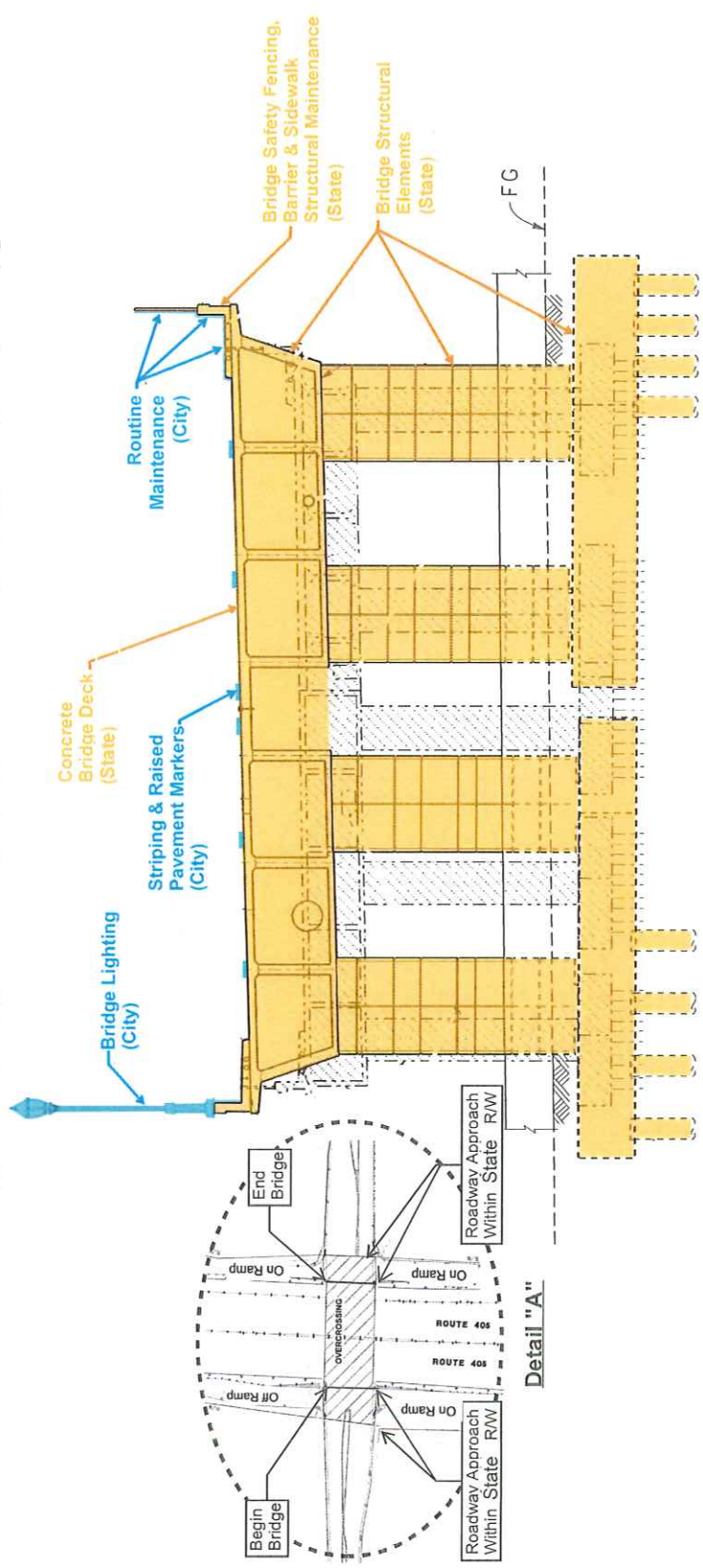
UNIT 0000

PROJECT NUMBER & PHASE

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**I-405 IMPROVEMENT PROJECT
FREEWAY MAINTENANCE AGREEMENT
COMMUNITY IDENTIFIER AND MONUMENT STRUCTURE
CITY OF HUNTINGTON BEACH
EXHIBIT A7
NO SCALE**

Sheet	County	Route	Post Miles Total Project	Sheet No.	Total Sheets
12	ORA	405	15.47	8	12



Legend

- City Maintenance Responsibility
- State Maintenance Responsibility

Notes

- On roadway approaches within State R/W envelope, City is responsible for asphalt pavement and sidewalk (See Detail "A").
- City roadway signage is the responsibility of the City and freeway signage is the responsibility of the State.
- Bridge approach slabs are the responsibility of the State.
- Structural integrity of bridge deck and drains are the responsibility of the State and drainage inlet and grate cleaning are the responsibility of the City.
- Joint seal assemblies are the responsibility of the State.
- Encroachment Permit for Routine Maintenance is subject to two (2) years in duration.

I-405 IMPROVEMENT PROJECT FREEWAY MAINTENANCE AGREEMENT OVERCROSSING BRIDGE TYPICAL SECTION CITY OF HUNTINGTON BEACH EXHIBIT A8

NO SCALE

PROJECT NUMBER & PHASE

UNIT 0000

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BORDER LAST REVISED 7/2/2010

STATE OF CALIFORNIA - DEPARTMENT OF TRANSPORTATION

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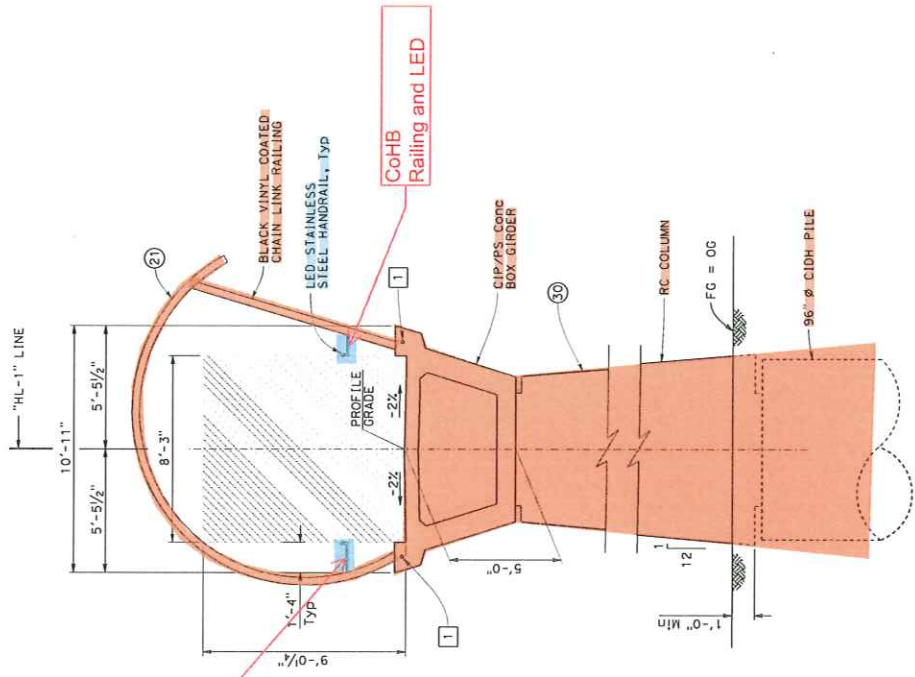
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STATE OF CALIFORNIA - DEPARTMENT OF TRANSPORTATION	FUNCTIONAL SUPERVISOR	CHECKED BY	DATE REVISED
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L&L ARCHITECTS

I-405 IMPROVEMENT PROJECT FREEWAY MAINTENANCE AGREEMENT HEIL AVE PEDESTRIAN OC CITY OF HUNTINGTON BEACH EXHIBIT A10 NO SCALE



TYPICAL SECTION
3/8" = 1'-0"

CoWM
Railing and LED

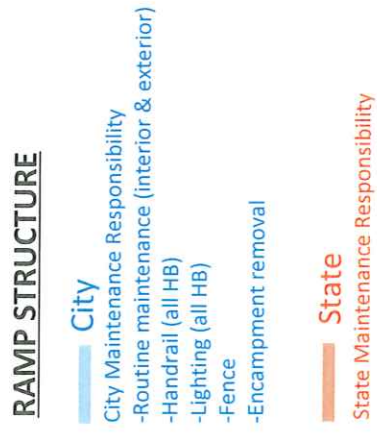
OVERCROSSING STRUCTURE

- City**
- City Maintenance Responsibility
 - Routine maintenance (interior)
 - Handrail - one side is WM and one side is HB
 - Lighting including energy cost

- State**
- State Maintenance Responsibility
 - Fence
 - Structural integrity
 - Drainage
 - Encampment removal

CoHB
Railing and LED

STATE OF CALIFORNIA - DEPARTMENT OF TRANSPORTATION		FUNCTIONAL SUPERVISOR	CHECKED BY	DATE REVISION	
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TYPICAL SECTION AT SOUTHBOUND RAMP

**I-405 IMPROVEMENT PROJECT
FREEWAY MAINTENANCE AGREEMENT
HEIL AVE PEDESTRIAN OC
CITY OF HUNTINGTON BEACH
EXHIBIT A11**

GL2-67	AI	CERTIFICATE OF COVERAGE	11/12/2025		
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Public Risk Innovation, Solutions, and Management C/O ALLIANT INSURANCE SERVICES, INC. 18100 VON KARMAN AVENUE, 10TH FLOOR IRVINE, CA 92612 PHONE (949) 756-0271 / FAX (619) 699-0901 LICENSE #0C36861	<p>THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BELOW. THIS CERTIFICATE OF COVERAGE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.</p> <p>IMPORTANT: If the certificate holder is an ADDITIONAL INSURED and/or requesting a WAIVER OF SUBROGATION, the Memorandums of Coverage must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).</p> <p>COVERAGE AFFORDED BY: A- Public Risk Innovation, Solutions, and Management</p>
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Member: CITY OF HUNTINGTON BEACH ATTN: DEANNA SORIA 2000 MAIN STREET HUNTINGTON BEACH, CA 92648	<p>COVERAGE AFFORDED BY: B</p> <p>COVERAGE AFFORDED BY: C</p> <p>COVERAGE AFFORDED BY: D</p>
--	---

Coverages

THIS IS TO CERTIFY THAT THE MEMORANDUMS OF COVERAGE LISTED BELOW HAVE BEEN ISSUED TO THE MEMBER NAMED ABOVE FOR THE 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 BY THE MEMORANDUMS DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS, AND CONDITIONS OF SUCH MEMORANDUMS. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.


CO LTR	TYPE OF COVERAGE	MEMORANDUM/ POLICY #	COVERAGE EFFECTIVE DATE	COVERAGE EXPIRATION DATE	LIABILITY LIMITS
A	<input checked="" type="checkbox"/> Excess General Liability	PRISM PE 25-GL2-25	07/01/2025	07/01/2026	Difference between \$6,000,000 and Member's Self-Insured Retention of \$1,000,000 and/or applicable additional member and pooled layers of coverage Completed Operations Aggregate Applies
	<input checked="" type="checkbox"/> Excess Auto Liability				

Description of Operations/Locations/Vehicles/Special Items:

S RESPECTS AGREEMENT BETWEEN CITY OF HUNTINGTON BEACH AND CALTRANS DISTRICT 12 FOR IMPROVEMENTS RELATED LANDSCAPE MAINTENANCE AGREEMENT ALONG HIGHWAY 39 AT 18431 BEACH BLVD, HUNTINGTON BEACH, CA 92648. (COVERAGE INCLUDES \$7,000,000 AGGREGATE)

STATE OF CALIFORNIA, ITS OFFICERS, AGENTS AND EMPLOYEES ARE INCLUDED AS ADDITIONAL COVERED PARTIES, BUT ONLY INSOFAR AS THE OPERATIONS UNDER THIS CONTRACT ARE CONCERNED.

AMENDED CERTIFICATE CANCELS AND REPLACES CERTIFICATE DATED 10/13/2025

Certificate Holder CALTRANS DISTRICT 12 MAINTENANCE ENGINEERING ATTN: ESAUL MARTINEZ 1750 EAST 4TH ST, STE 100 SANTA ANA, CA 92705	Cancellation SHOULD ANY OF THE ABOVE DESCRIBED MEMORANDUMS OF COVERAGES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE MEMORANDUMS OF COVERAGE PROVISIONS. <hr/> AUTHORIZED REPRESENTATIVE <div style="text-align: center;">  Gina Dean </div>
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Public Risk Innovation, Solutions, and Management

PAGE 1 OF 2

ENDORSEMENT NO. U-1
PUBLIC RISK INNOVATION, SOLUTIONS, AND MANAGEMENT
GENERAL LIABILITY 2
ADDITIONAL COVERED PARTY AMENDATORY ENDORSEMENT

It is agreed that the "Covered Party, Covered Persons or Entities" section of the Memorandum is amended to include the person or organization named on the Certificate of Coverage, but only with respect to liability arising out of premises owned by or rented to the Member, or operations performed by or on behalf of the Member or such person or organization so designated.

Coverage provided under this endorsement is limited to the lesser of the limits stated on the Certificate of Coverage or the minimum limits required by contract.

ADDITIONAL COVERED PARTY:

NAME OF PERSON OR ORGANIZATION SCHEDULED PER ATTACHED CERTIFICATE OF COVERAGE

AS RESPECTS:

PER ATTACHED CERTIFICATE OF COVERAGE

It is further agreed that nothing herein shall act to increase PRISM's limit of liability.

This endorsement is part of the Memorandum and takes effect on the effective date of the Memorandum unless another effective date is shown below. All other terms and conditions remain unchanged.

Effective Date: _____

Memorandum No.: PRISM 25 GL2-00

Issued to: ALL MEMBERS

Issue Date: June 27, 2025



Authorized Representative
Public Risk Innovation, Solutions, and Management