

**PROJECT SPECIFIC MAINTENANCE AGREEMENT
FOR WAYFINDING/GUIDE SIGNS IN THE 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, the PARTIES hereto mutually desire to identify the maintenance responsibilities for improvements of PROJECT constructed under the Permit Number _____, and
2. This Agreement addresses City responsibilities which can include, but are not limited to: sign maintenance, sign replacement, post/anchor/foundation repair and replacement, graffiti abatement (collectively the "SIGN/SIGNS"), placed within State Highway right-of-way on State Routes 39 and 1, as shown on Exhibit A, attached to and made a part of this Agreement.

NOW THEREFORE, IT IS AGREED AS FOLLOWS:

SECTION II

AGREEMENT

3. 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 SIGNS as shown on said Exhibit A.
4. Exhibit A consists of a list of the SIGN locations and plan drawings that identify the location within STATE right of way which are the responsibility of the CITY to maintain in accordance with this Maintenance Agreement.
5. CITY agrees, at CITY expense, to do the following:
 - 5.1. CITY shall install, or contract, authorizing a licensed contractor with appropriate class of license in the State of California, to install and thereafter will MAINTAIN (as defined in Section 27 of the Streets and Highways Code) SIGNS conforming to those plans and specifications pre-approved by STATE.
 - 5.2. CITY must obtain the necessary Encroachment Permits from STATE's District 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.

5.3. CITY shall submit plans for SIGNS to STATE's District Permit Engineer for review and approval and shall obtain and have in place a valid necessary encroachment permit prior to the start of any work within STATE's right of way. All proposed SIGNS must meet STATE's applicable standards.

5.4. An Encroachment Permit rider shall 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. Changes to the scope of work shall include but are not limited to changes in the size, shape, color, pattern, materials, locations, supporting posts, and wording of SIGNS.

5.5. CITY is required to obtain an encroachment permit for any repair work allowed by this Agreement prior to the start of any such work within STATE's right of way.

5.6. CITY contractors shall be required to obtain an encroachment permit prior to the start of any work within STATE's right of way.

5.7. CITY shall ensure that the SIGNS identified on Exhibit A are provided with adequate scheduled routine MAINTENANCE (inspection, cleaning, and removal of graffiti, debris, advertising, unapproved signs, and weeds) necessary to MAINTAIN a neat and attractive appearance.

5.8. CITY shall replace damaged SIGNS when observed or within 30 days when notified in writing by STATE.

5.9. CITY shall remove SIGN/SIGNS, whenever, in the opinion of STATE, it creates a maintenance or operational concern.

5.9.1. In the event CITY fails to remove SIGN/SIGNS in a timely manner, STATE may remove SIGN/SIGNS thirty (30) days following written notification to CITY, and STATE will bill CITY for all costs of its removal and restoration of STATE owned areas to their original condition.

5.10. CITY shall remove SIGNS 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.

5.11. CITY shall inspect SIGNS on a regular monthly or weekly basis to ensure the safe operation and condition of the SIGNS and to ensure that SIGNS continue to meet the California Manual on Uniform Traffic Control Devices (MUTCD) standards for sign minimum reflectivity.

5.12. CITY shall expeditiously MAINTAIN, replace, repair, or remove from service any SIGNS component that has become unsafe or unsightly. Cause of removal shall include but is not limited to, graffiti, advertising, or unapproved temporary signage placed on SIGNS.

5.13. CITY shall expeditiously repair any STATE facility damage ensuing from SIGN construction, presence, and MAINTENANCE.

- 5.14. CITY shall reimburse STATE for its costs to repair STATE facility damage ensuing from SIGN presence and MAINTENANCE should STATE be required to cure a CITY default.
- 5.15. CITY shall allow random inspection of SIGNS by a STATE representative.
- 5.16. CITY shall keep the entire SIGNS area free of litter and deleterious material.
- 5.17. All work by or on behalf of CITY shall be done at no cost to STATE.
6. STATE shall have the following obligations and rights under this Agreement:
- 6.1. Provide CITY with timely written notice of unsatisfactory conditions that require correction by the CITY. However, the non-receipt of notice does not excuse CITY from maintenance responsibilities assumed under this Agreement.
- 6.2. Issue encroachment permits to CITY and CITY contractors at no cost to them.
- 6.3. Reserve the right to remove SIGNS due to construction, rehabilitation, or other necessary activities affecting these transportation facilities without any obligation, compensation to, or approval of CITY. STATE shall give written notification to CITY of its intent to remove SIGNS to allow for timely removal and salvage by CITY.
- 6.4. Not be responsible for the costs of any maintenance, repair, restoration, or replacement of SIGNS, damaged by anything STATE does or does not do in the course of normal highway operations and activities, or damaged in the event of vandalism or third party accident.
- 6.5. Reserve the right to remove or alter any SIGN that presents and immediate safety hazard to the public without delay or advanced notification to CITY.

7. LEGAL RELATIONS AND RESPONSIBILITIES

- 7.1. 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.
- 7.2. 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.

7.3. 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 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 CITY under this Agreement.

8. PREVAILING WAGES:

8.1. 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.

8.2. 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

9. SELF-INSURED

9.1. 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 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 in a form satisfactory to STATE, along with a signed copy of the Agreement.

9.2. Self-Insured Using Contractor - If the work performed on this Project is done under contract CITY 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.

10. 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.

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


THE CITY OF HUNTINGTON BEACH

STATE OF CALIFORNIA
DEPARTMENT OF TRANSPORTATION

By: _____
Mayor

LAURIE BERMAN
Director of Transportation

Initiated and Approved

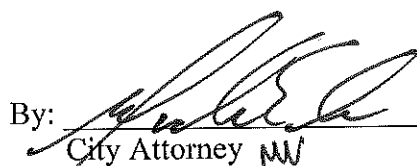
By:  _____
City Manager

By: _____
Dina El-Tawansy
Deputy Director of Maintenance and
Operations District 12

ATTEST:

By: _____
City Clerk

As to Form and Procedure:

By:  _____
City Attorney MW

By: _____
Attorney
Department of Transportation



Exhibit A

Sheet 1 of 2

Rte 1 Locations

Legend

- Map Sheet Index
- Caltrans Roads
- Class**
 - Gateway
 - Parking
 - Pedestrian
 - Vehicular

Huntington Beach

J-17724
 Date: February 20, 2019
 Source: ESRI World Street Map Basemap

merje
RICK
 ENGINEERING COMPANY





Exhibit A

Sheet 2 of 2

Rte 39 Locations

Legend

Map Sheet Index

Caltrans Roads

Class

- Gateway
- Parking
- Pedestrian
- Vehicular

Huntington Beach

J-17724
Date: February 20, 2019
Source: ESRI World Street Map Basemap

merje
RICK
ENGINEERING COMPANY

