

**AGREEMENT FOR MAINTENANCE OF GATEWAY  
MONUMENT SIGN IN THE CITY OF COSTA MESA**

THIS AGREEMENT is made effective this 21 day of November, 2014, by and between the State of California, acting by and through its Department of Transportation, hereinafter referred to as "STATE" and the City of Costa Mesa, hereinafter referred to as the "CITY", and collectively referred to as "PARTIES."

RECITALS

1. WHEREAS, under permit 13-NGM-0143, CITY proposes to construct a "Gateway Monument Sign Structure", hereinafter referred to as "PROJECT" as shown in Exhibit "A" which consists of a plan drawing that delineates the PROJECT within STATE right of way , and
2. WHEREAS, in accordance with the said Permit, it was agreed by PARTIES that prior to issuing the referenced permit, CITY and STATE will enter into maintenance agreement; and
3. WHEREAS, the purpose of this Agreement is to document CITY will assume ownership, maintenance, inspection, repair, rehabilitation, replacement and full operational responsibilities of PROJECT; at no cost to STATE, and
4. WHEREAS, this Agreement is not meant to replace or supersede the existing agreements.

NOW THEREFORE, IT IS AGREED:

5. Exhibit "A" consists of plan drawing that delineated the PROJECT within STATE right of way, which is the responsibility of the CITY to maintain in accordance with this Maintenance Agreement.
6. PROJECT- CITY will have ownership and full maintenance responsibilities for this PROJECT, which shall include but is not limited to the following:
  - 6.1. CITY will be solely responsible for inspection, repair, rehabilitation, replacement and full operational responsibility of PROJECT at no cost to STATE.
  - 6.2. CITY will maintain, at CITY's expense, the structural integrity of PROJECT. CITY will be fully responsible to remove PROJECT if it creates a safety or operational concern due to deterioration or inadequate maintenance. STATE will notify CITY in writing if it has determined PROJECT requires repair or removal. STATE's failure to notify CITY does not absolve CITY of it is duty to maintain PROJECT in a safe condition.

- 6.3. CITY shall perform regularly scheduled maintenance as needed at CITY's expense. CITY'S maintenance will include but will not be limited to: removal of debris and cleaning and/or painting, removal of dirt, prompt removal of offensive messages and removal of all other graffiti in a timely manner to restore and maintain the integrity of the PROJECT. Maintenance practices shall protect air and water quality as required by law.
- 6.4. CITY will be fully responsible for paying all electrical services including, but not limited to, energy bills and replacement/repair of any lighting fixture, which are used in the PROJECT.
- 6.5. CITY will be fully responsible for the structural integrity of the PROJECT. CITY to ensure to public safety and protect against hazards at all the time and PROJECT shall be replaced if it is desired by CITY at no cost to STATE.
7. CITY will be responsible for removal of the PROJECT at no cost to STATE in order to accommodate any future improvements by the STATE. The CITY shall remove the PROJECT within 120 days of written notice by STATE. In case of CITY's failure to perform the requested task, STATE will remove PROJECT on behalf of CITY. CITY shall be solely responsible to reimburse STATE for all the cost associated with the removal and restoration of the area within 120 days after receiving the bills.
8. CITY and CITY's contractors must obtain the necessary encroachment permits from STATE's District 12 Encroachment Permit Office prior to entering STATE right of way to perform CITY's maintenance responsibilities. This permit will be issued at no cost to CITY.
9. CITY agrees that the STATE can inspect PROJECT with or without notice to CITY. STATE will notify the CITY in writing of any deficiency, allowing CITY 30 days (unless repair of the deficiency takes longer to correct, in which case, CITY's obligation is to commence repair within 30 days and continue until fully corrected in a diligent manner) to rectify the defect and upon CITY failing to do so can ask CITY to remove the PROJECT or STATE can perform the work at CITY's expense.
10. The STATE reserves the right to remove or alter PROJECT if it presents an immediate safety hazard to the public without delay or advanced notification to the CITY.
11. The STATE reserves the right to remove the PROJECT due to construction, rehabilitation, or other necessary activities affecting the transportation facilities without any obligation, compensation to, or approval of the CITY. The STATE will strive to notify the CITY of its intent to remove the PROJECT to allow for a timely removal and salvage by the CITY if possible.

12. CITY shall maintain PROJECT using the access point located at the Maintenance Vehicle Pull out on the left shoulder of southbound SR 55 at Post Mile 2.30, adjacent to the PROJECT and as shown in Exhibit "A".
13. CITY will be responsible for maintenance of landscape work adjacent to PROJECT vicinity as it is described under a separate Landscape Maintenance Agreement which will be executed on November 21, 2014.

#### 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 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.

#### 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

- 16.1. SELF-INSURED: CITY is self insured. CITY agrees to deliver evidence of self-insured coverage in a form satisfactory to STATE, along with a signed copy of the Agreement.
- 16.2. 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. 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. Prior to termination of this agreement, CITY will be required to remove the "PROJECT" and restore the site to the STATE's standard at no cost to the STATE. The CITY shall perform the task within 120 days of written notice by STATE. In case of CITY's failure to perform the requested task, STATE will remove the "PROJECT" on behalf of CITY. The CITY shall be solely responsible to reimburse STATE for all the cost associated with the removal and restoration of the area in a timely manner.

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

THE CITY OF COSTA MESA

STATE OF CALIFORNIA  
DEPARTMENT OF TRANSPORTATION

By: 

Mayor

MALCOLM DOUGHERTY

Director of Transportation

ATTEST:

By: 

CITY Clerk

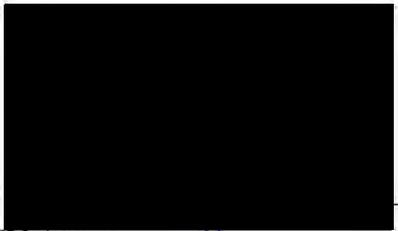
By: 

James Pinheiro

Deputy District Director

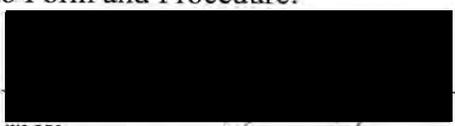
Operations and Maintenance

District 12

By: 

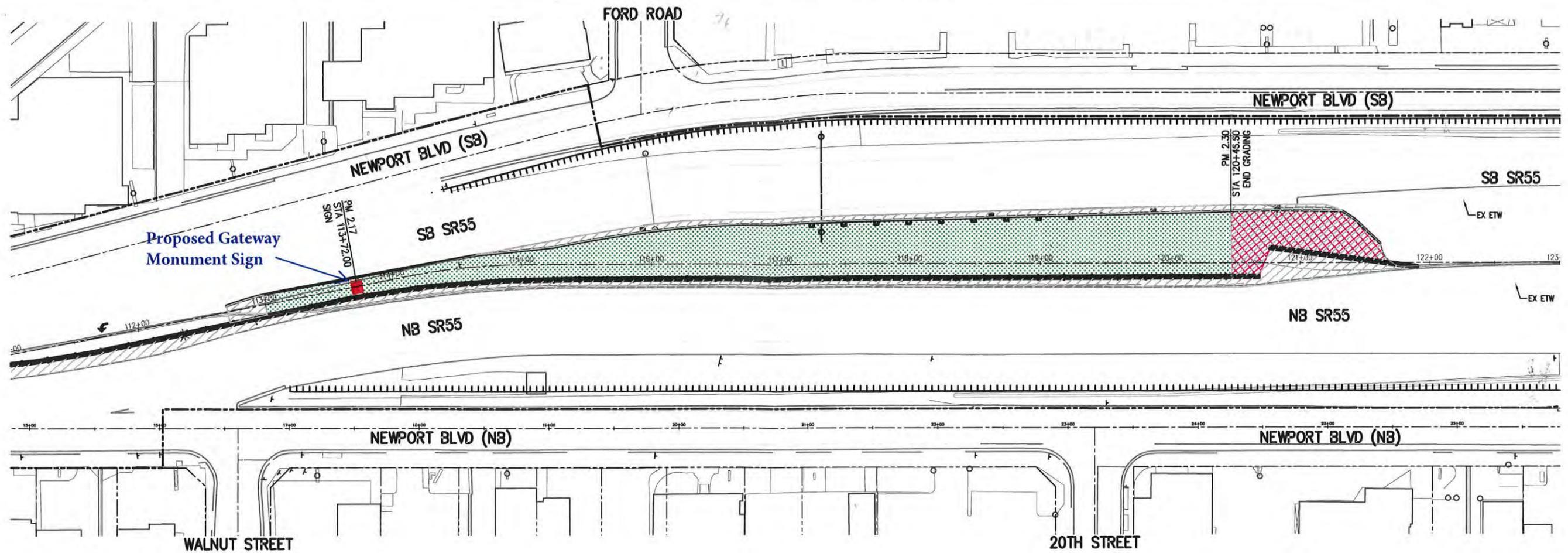
CITY Attorney

As to Form and Procedure:

By: 

Attorney

Department of Transportation

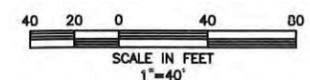


**LEGEND**

-  MAINTENANCE VEHICLE PULLOUT (MVP)
-  GATEWAY MONUMENT SIGN (TO BE OWNED AND MAINTAINED BY THE CITY)
-  LANDSCAPE AREA (TO BE MAINTAINED BY THE CITY)
- ETW EDGE OF TRAVELWAY

**NOTE:**

CITY SHALL BE RESPONSIBLE FOR MAINTENANCE OF THE LANDSCAPE AREA, WHICH WILL BE ADDRESSED UNDER A SEPARATE MAINTENANCE AGREEMENT.



**Exhibit A**

<b>REVISIONS</b>				CONTRACTOR _____ UC. # _____		<b>BENCHMARK</b>		DESIGNED BY: JRC DATE 01-13		<b>CITY OF COSTA MESA</b> DEPARTMENT OF PUBLIC SERVICES / ENGINEERING DIVISION		SHEET	
NO.	DATE	DESCRIPTION	APP.	DATE OF CONSTRUCTION		BENCH MARK NO.: (SEE SHEET NO. 1)		DRAWN BY: LS DATE 01-13				<b>GATEWAY LANDSCAPE IMPROVEMENTS</b> MAINTENANCE ACCESS EXHIBIT	
				SEC. _____ END _____		DESCRIPTION:		CHECKED BY: SN DATE 01-13		<b>SR 55</b> 350' N/O 19TH STREET TO 1600' N/O 19TH STREET			
				DATE ACCEPTED BY CITY COUNCIL		BASIS OF BEARING: (SEE SHEET NO. 1)		RECOMMENDED BY: DATE 01-13				<b>P.E. SEAL</b>	
						FARISA FAZELI, INTERIM CITY ENGINEER R.C.E. #51490		APPROVED BY:					

I:\City of Costa Mesa\09-151 SR55 Gateway\Drawings\Exhibits\Maintenance Exhibit\09151-Maintenance Exhibit2.dwg

CITY PROJECT NO. 13-06/FEDERAL PROJECT NO. STPL-P055(055)



**CITY OF COSTA MESA**  
DEPARTMENT OF PUBLIC SERVICES / ENGINEERING DIVISION

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**GATEWAY LANDSCAPE IMPROVEMENTS**  
MAINTENANCE ACCESS EXHIBIT  
SR 55  
350' N/O 19TH STREET TO 1600' N/O 19TH STREET

**Exhibit A**

**Sheet 2 - 2**

