

**PROJECT SPECIFIC MAINTENANCE AGREEMENT
WITH COUNTY OF HUMBOLDT**

THIS AGREEMENT is made effective this 20th day of August, 2024, by and between the State of California, acting by and through the Department of Transportation, hereinafter referred to as "STATE" and the COUNTY of HUMBOLDT; hereinafter referred to as "COUNTY"; and collectively referred to as "PARTIES".

SECTION I

RECITALS

1. Encroachment Permit Number _____ was executed between COUNTY and STATE on _____ to construct a Historical Marker on State Route 299, hereinafter referred to as "PROJECT", and
2. In accordance with said agreement, it was agreed by PARTIES that prior to or upon PROJECT completion, COUNTY and STATE will enter into a Maintenance Agreement, and
3. The PARTIES hereto mutually desire to identify the maintenance responsibilities of COUNTY for the improvements of PROJECT constructed within the STATE right of way under the Encroachment Permit Number _____.

NOW THEREFORE, IT IS AGREED AS FOLLOWS:

SECTION II

AGREEMENT

1. Exhibit A consists of plan drawings and delineates the areas within STATE right of way which are the responsibility of the COUNTY to maintain in accordance with this Agreement.
2. If there is mutual agreement on a change in the maintenance responsibilities between PARTIES, the PARTIES can revise the Exhibit A by a mutual written execution of the exhibit.
3. COUNTY must obtain the necessary Encroachment Permits from STATE's District 01 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.
4. HISTORICAL MARKER – COUNTY is responsible for debris removal and cleaning to keep COUNTY's structure free of debris, dirt, and graffiti.

5. LEGAL RELATIONS AND RESPONSIBILITIES

- 5.1. 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.
- 5.2. 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.
- 5.3. 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 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 COUNTY under this Agreement.

6. PREVAILING WAGES:

- 6.1. 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. 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

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

6.2. Requirements in Subcontracts - COUNTY 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 COUNTY's contracts.

7. INSURANCE - COUNTY 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 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.

8. TERMINATION - This Agreement may be terminated by mutual written consent by PARTIES or by STATE for cause. COUNTY's failure to comply with the provisions of this Agreement may be grounds for a Notice of Termination by STATE.

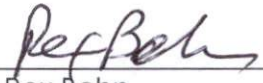
9. TERM OF AGREEMENT - This Agreement shall become effective on the date first shown on its face sheet and shall remain in full force and effect until amended or terminated as set forth in Article 13 above.

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 COUNTY OF HUMBOLDT

Dated: 8/20/2024


Rex Bohn,
Chair Humboldt County
Board of Supervisors

APPROVED:

Dated: _____

Thomas K. Mattson,
Public Works Director

Dated: 8/20/2024

Tracy Damico,
Clerk of the Board's Office

**STATE OF CALIFORNIA
DEPARTMENT OF TRANSPORTATION**

Dated: _____

Deputy District Director
Maintenance District 1

EXHIBIT A

(Plan map identifying the applicable STATE Routes (Freeway Proper) and COUNTY road(s) and facilities.)

