

**PROJECT SPECIFIC MAINTENANCE AGREEMENT  
FOR IMPROVEMENTS IN THE CITY OF LOS ANGELES**

THIS AGREEMENT ("Agreement") is dated for reference purposes 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 Los Angeles, acting by and through its Board of Harbor Commissioners ("Board"); hereinafter referred to as "CITY," and collectively referred to with STATE as "PARTIES."

**SECTION I**

**RECITALS**

1. WHEREAS, CITY and STATE are in agreement to construct a pedestrian path, and other improvements including rockscape, fencing, gate, telecommunication/electrical equipment (camera and lighting), striping and signage on State Route (SR) 110, at Post Mile 1.2/1.4 in the County of Los Angeles, hereinafter referred to as "PROJECT", and
2. WHEREAS, the PARTIES have agreed that prior to or upon PROJECT completion, CITY and STATE will enter into a Maintenance Agreement, and
3. WHEREAS, the PARTIES mutually desire to identify the maintenance responsibilities for improvements of PROJECT constructed under the Encroachment Permit Number 719-NMC-3071, and
4. WHEREAS there is an existing Agreement for Maintenance of State Highways in the City of Los Angeles; dated January 1, 2005. This Agreement is not meant to replace or supersede the earlier agreement.

NOW THEREFORE, IT IS AGREED AS FOLLOWS:

**SECTION II**

**AGREEMENT**

5. Exhibit A consists of plan drawings that delineate the areas within STATE right of way which are the responsibility of the CITY to maintain in accordance with this Maintenance Agreement.
6. If there is mutual agreement on the change in the maintenance duties between PARTIES, the PARTIES can revise the Exhibit A by executing a mutual written revision of the Exhibit.
7. CITY must obtain the necessary Encroachment Permits from STATE's District 07 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. CITY will maintain, at CITY expense, the entire PROJECT. CITY is responsible to inspect and maintain the overall appearance including but not limited to, the condition, reasonable wear and tear, mounting hardware and elements. CITY is to perform regular scheduled maintenance of the PROJECT for its projected lifespan, including graffiti removal and restoration work to maintain the integrity of the PROJECT. Graffiti removal must conform to current STATE policies and guidelines that require prompt removal of offensive messages and timely removal of all other graffiti. Maintenance practices must protect air and water quality as required by law.
9. If in the opinion of STATE, PROJECT becomes an operational concern because it is not adequately maintained or deteriorates to an unacceptable condition, it will be removed by CITY at CITY's expense. STATE will give to CITY prompt written notice, with opportunity to cure the condition, when it has determined that PROJECT requires special attention. In the event the CITY fails to maintain, repair, rehabilitate or remove the PROJECT in a timely manner, STATE may remove the PROJECT upon sixty (60) day written notice to CITY, and bill the CITY for all cost of removal and restoration of the area.
10. STATE reserves the right to remove PROJECT at any time due to construction, rehabilitation or other necessary activities without any obligation, compensation to, or approval of CITY. STATE shall provide a minimum of sixty (60) days written notification to CITY of its intent to remove PROJECT to allow for timely removal and salvage by CITY. If a safety issue becomes apparent, no notice will be provided to the CITY.
11. CITY shall use reasonable efforts to eliminate - in compliance with and subject to all applicable law - illegal encampments including waste, litter, and refuse in PROJECT. Failure to do so will not result in a material breach and subject this Agreement to termination solely based thereon.

## 12. LEGAL RELATIONS AND RESPONSIBILITIES

- 12.1. 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.
- 12.2. 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.

12.3. 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.

### 13. PREVAILING WAGES:

13.1. 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.

13.2. 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

### 14. INSURANCE

14.1 SELF-INSURED - CITY is self-insured. CITY agrees to deliver evidence of self-insured and self-funded coverage to STATE, its officers, agents and employees, providing the equivalent of 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. If any portion of such coverage is provided by an insurance policy (such as excess coverage), CITY shall include an endorsement naming the STATE, its officers, agents and employees as the additional insured. Coverage shall be evidenced by a certificate of self-insurance letter ("Letter Certifying Self-Insurance"), satisfactory to STATE, certifying that CITY meets the coverage requirements of this section. This Letter Certifying Self-Insurance shall also identify the PROJECT and PROJECT location as shown in Exhibit A. CITY shall deliver to STATE this Letter Certifying Self-Insurance with a signed copy of this Agreement. A copy of the executed Letter Certifying Self-Insurance shall be attached hereto and incorporated as Exhibit B.

14.2 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.

15. TERMINATION - This Agreement may be terminated by timely mutual written agreement by PARTIES, or

(a) Termination by STATE for Cause: following CITY's failure to timely cure after STATE's Notice of Termination citing CITY's failure to comply with the provisions of this Agreement and providing a 60-day cure period to bring the Project into compliance; or

(b) Termination by CITY Due to Non-Appropriation of Funds: This Agreement is subject to the provisions of the Los Angeles City Charter which, among other things, precludes the CITY from making any expenditure of funds or incurring any liability, including contractual commitments, in excess of the amount appropriated therefor. The Board, in awarding this Agreement, is expected to appropriate sufficient funds to meet the estimated expenditure of funds through June 30 of the current fiscal year and to make further appropriations in each succeeding fiscal year during the life of the Agreement. However, the Board is under no legal obligation to do so. If in any subsequent fiscal year funds are not appropriated by the Board for the work required by the Agreement, the Agreement shall be terminated by CITY's Notice of Termination to STATE. However, such termination shall not relieve the parties of liability for any obligation previously incurred, including, but not limited to, CITY's obligation to pay all cost of removal of PROJECT and restoration of the area pursuant to Article 9 hereof.

16. EFFECTIVE DATE AND TERM OF AGREEMENT - This Agreement shall become effective on the date it is fully signed by both PARTIES, following the date of CITY's resolution allowing execution of this Agreement, which resolution shall be attached hereto as Exhibit D upon its passage, and shall remain in full force and effect until terminated at any time upon mutual agreement of the PARTIES or until terminated by STATE or CITY under Section 14 above.

17. NOTICES. Notices under this Agreement shall be sent to the following addresses:

If to CITY:

Los Angeles Harbor Department  
P.O. Box 151  
San Pedro, California 90733-0151  
Attn: Dave Walsh  
Chief Harbor Engineer

If to STATE:

Department of Transportation  
100 South Main Street  
Los Angeles, California 90012  
Attn: Deborah Prochnow  
Deputy District Director  
Maintenance District 07

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 LOS ANGELES,  
Acting by and through its  
Board of Harbor Commissioners

STATE OF CALIFORNIA  
DEPARTMENT OF TRANSPORTATION

By: \_\_\_\_\_  
Eugene D. Seroka, Executive Director

TOKS OMISHAKIN  
Director of Transportation

ATTEST:

By: \_\_\_\_\_  
Amber Klesges, Board Secretary

By: \_\_\_\_\_  
Deborah Prochnow  
Deputy District Director  
Division of Maintenance District 07

Approved as to Form and Legality  
MICHAEL N. FEUER, City Attorney  
Janna B. Sidley, General Counsel

As to Form and Procedure:

By: \_\_\_\_\_  
Joy M. Crose, Asst. City Attorney

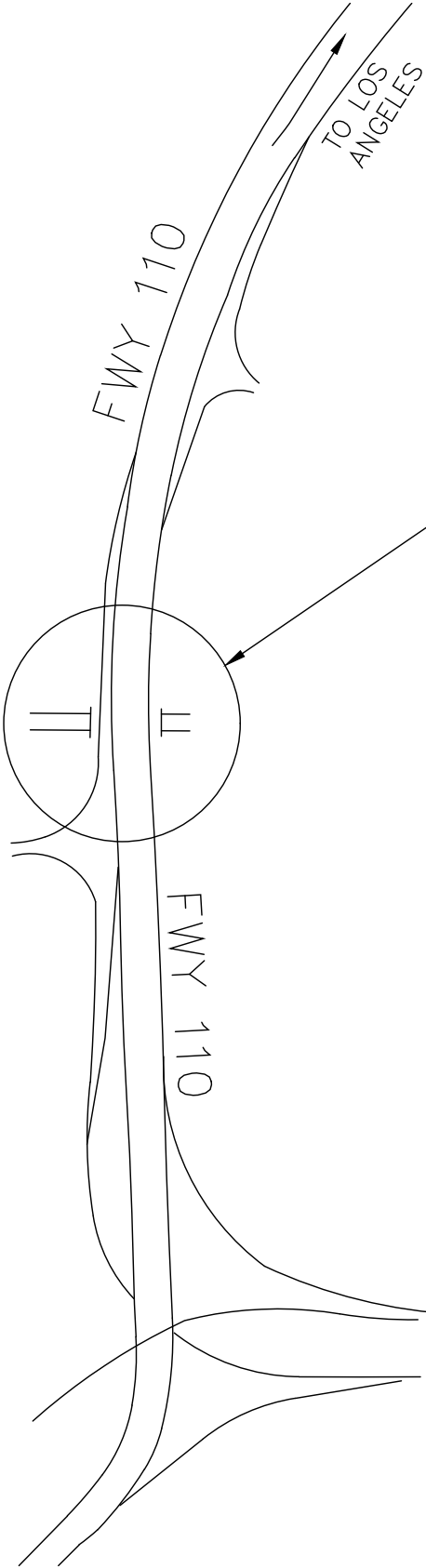
By: Richard Mitchell  
Attorney  
Department of Transportation

# EXHIBIT "A"

Plan map identifying the applicable SR-110 Freeway proper and CITY road(s) and facilities

Dist	COUNTY	ROUTE	POST MILE	SHEET NO.	TOTAL SHEETS
07	LA	110	1.2/1.4	1	2

CITY OF LOS ANGELES

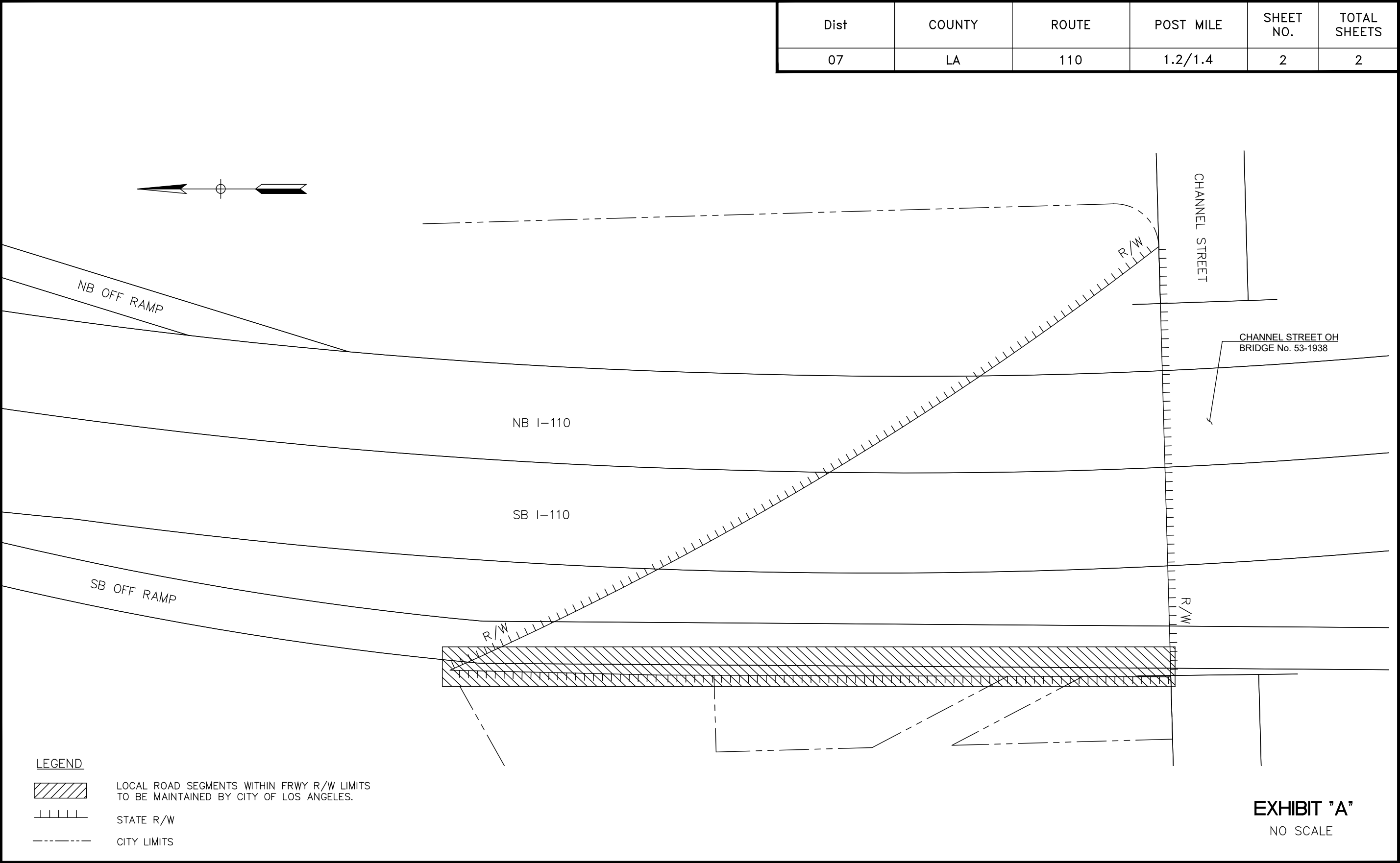


CITY OF LOS ANGELES

EXHIBIT "A"  
NO SCALE



Dist	COUNTY	ROUTE	POST MILE	SHEET NO.	TOTAL SHEETS
07	LA	110	1.2/1.4	2	2





425 S. Palos Verdes Street Post Office Box 151 San Pedro, CA 90733-0151 TEL/TDD 310 SEA-PORT www.portoflosangeles.org

Eric Garcetti

*Mayor, City of Los Angeles*Board of Harbor  
CommissionersJaime L. Lee  
*President*Edward R. Renwick  
*Vice President*Diane L. Middleton  
*Commissioner*Lucia Moreno-Linares  
*Commissioner*Anthony Pirozzi, Jr.  
*Commissioner*

Eugene D. Seroka

*Executive Director*

**EXHIBIT B - LETTER OF CERTIFICATE OF  
CITY of LOS ANGELES  
STATEMENT OF SELF INSURANCE**

February 9, 2021

California Department of Transportation  
100 South Main Street, MS 03  
Los Angeles, CA 90012

**ATTN: Deborah Prochnow, Deputy District Director, Maintenance**

From: City of Los Angeles Harbor Department  
Risk Management Division  
425 S. Palos Verdes Street  
San Pedro, CA 90731

RE: Statement of Self Insurance for the CITY of Los Angeles "CITY", acting by and through its Board of Harbor Commissioners ("Board"); Related to Project Specific Maintenance Agreement with State of California Department of Transportation ("STATE") for the improvements along Route 110 at 240 ft east of Gaffey Street and Channel Street.

Dear Ms. Prochnow,

The purpose of this letter is to certify that the CITY is self-insured and self-funded for the first \$1 million per occurrence for third-party claims arising out of its general operations (for example, commercial general liability and automobile liability insurance). The City carries excess general liability insurance for third-party claims that exceed \$1 million per occurrence. 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 and self-funded general liability coverage for bodily injury liability and property damage liability, meets the equivalent in 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 inquiries through my office.

Sincerely,

Finance Manager

# EXHIBIT “C”

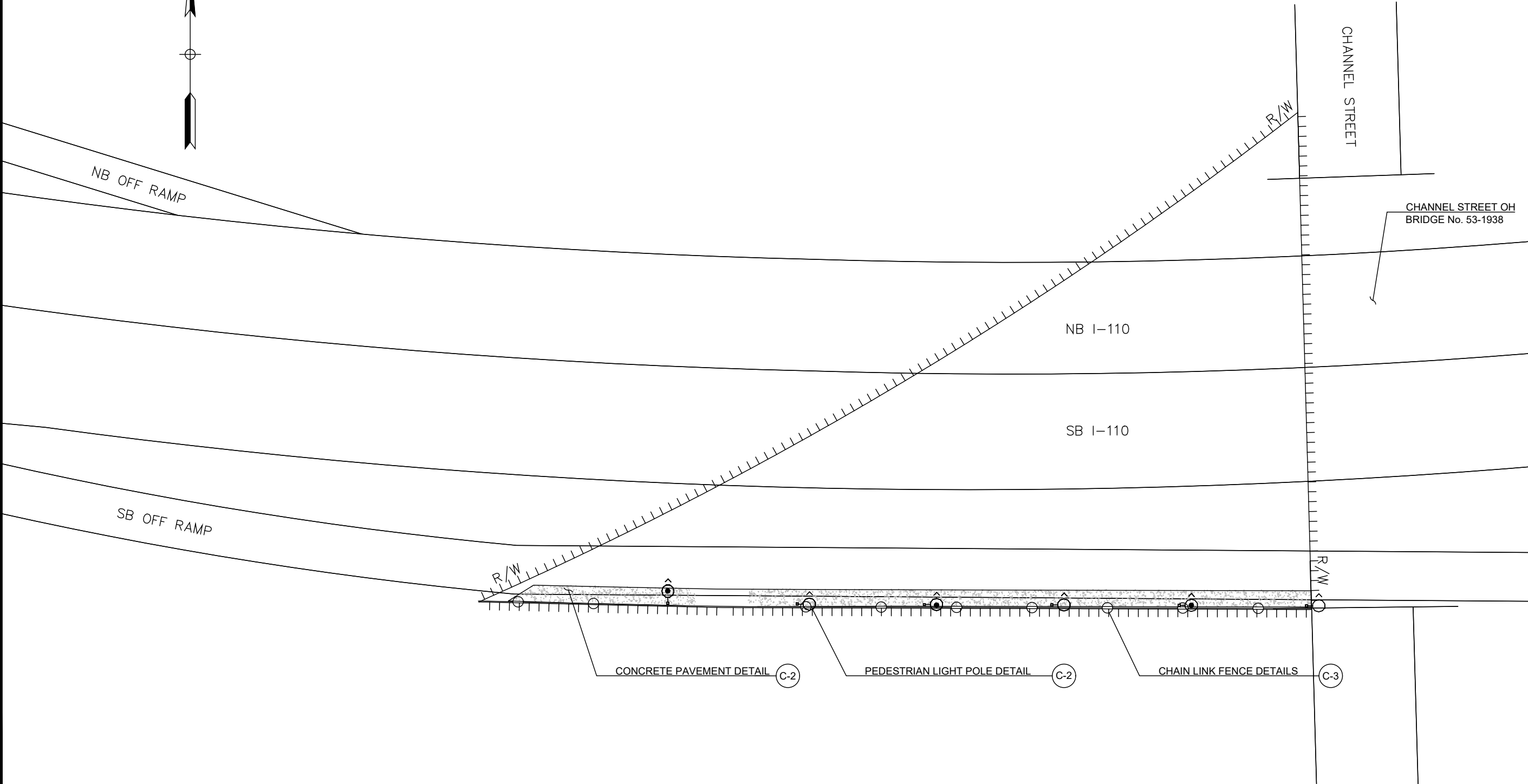
## INDIVIDUAL INFRASTRUCTURE ITEMS

### TO BE MAINTAINED BY CITY

Exhibit “C” includes:

- EXHIBIT C-1 – Aesthetic Overview
- EXHIBIT C-2 - Pedestrian Light Pole Detail & Concrete Walk Pavement Detail
- EXHIBIT C-3 - Chain Link Fence Detail

Dist	COUNTY	ROUTE	POST MILE	SHEET NO.	TOTAL SHEETS
07	LA	110	1.2/1.4	1	3

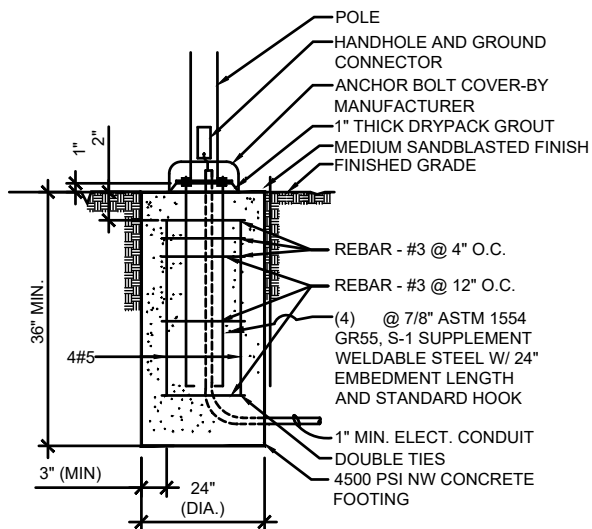
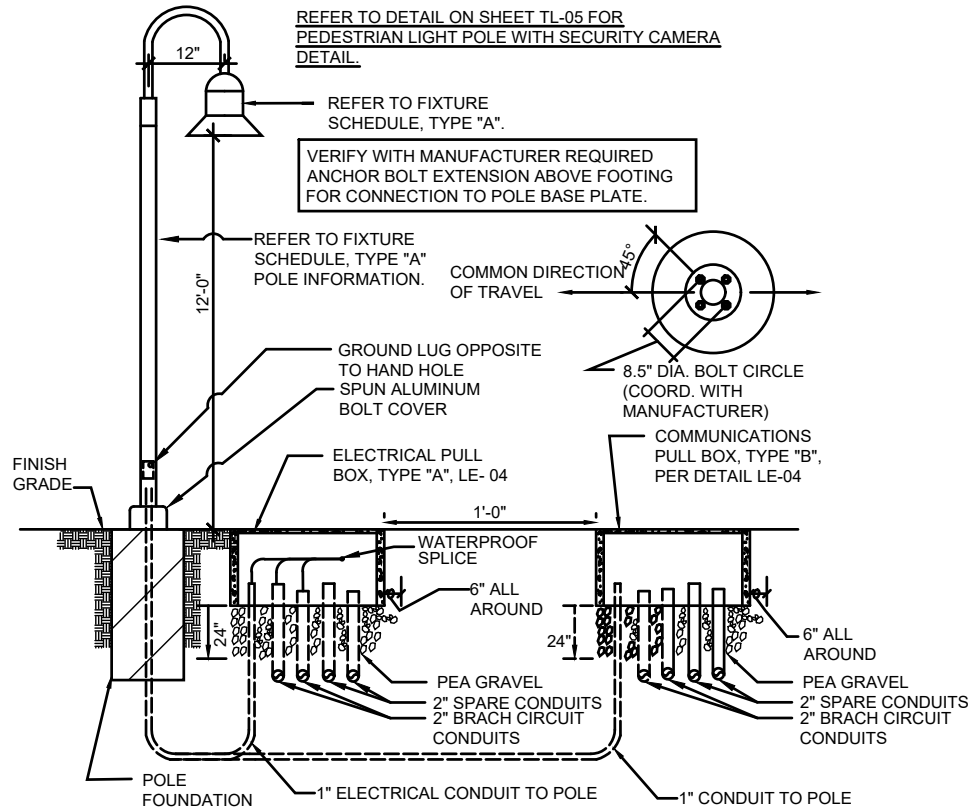


ALL DETAILS TO BE MAINTAINED  
BY CITY

**BASE LINE**  
**AESTHETIC OVERVIEW**

**EXHIBIT "C"**  
NO SCALE

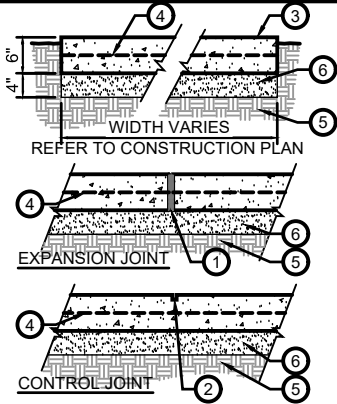
Dist	COUNTY	ROUTE	POST MILE	SHEET NO.	TOTAL SHEETS
07	LA	110	1.2/1.4	2	3



PEDESTRIAN LIGHT POLE DETAIL  
SCALE: NTS

- NOTES:
1. EXPANSION JOINTS SHALL BE AS SHOWN ON THE CONSTRUCTION PLAN(S) AND/OR ADJACENT TO LARGE SLABS, STRUCTURES AND AT INTERVALS NOT TO EXCEED 20' O.C.
  2. CONTROL JOINTS SHALL BE AS SHOWN ON THE CONSTRUCTION PLAN(S) AND/OR AT 5' INTERVALS.
  3. COLOR OF ALL CONCRETE SHALL BE NATURAL COLOR. CONCRETE NOTED AS ENRICHED SHALL RECEIVE SAWCUTS 3' O.C. EACH DIRECTION WITH EXPOSED AGGREGATE NO.150 FINISH BY INNOVATIVE CONCRETE, AND MESA BEIGE C-12 COLOR BY L.M. SCOFIELD. ALL OTHER CONCRETE WALKWAYS SHALL RECEIVE MEDIUM BROOM FINISH.
  4. UNLESS OTHERWISE NOTED, NEW FINISH SURFACE SHALL BE FLUSH WITH ADJACENT EXISTING SURFACES.
  5. FINISH GRADE 2" BELOW ADJACENT FINISH SURFACES.

- 1/2" WIDE ASPHALT SATURATED FIBER OR "T" EXPANSION JOINT SET 1/2" BELOW PAVING SURFACE
- 1/4" WIDE, 1" DEEP CONTROL JOINT
- CONCRETE PAVING, EXCEPT WHERE NOTED AS ENRICHED CONCRETE PAVING - PAVING SHALL BE NATURAL COLOR. ALL LANDSCAPE CONCRETE FLAT WORK SHALL RECEIVE SEALER.
- #4 REBAR 12" O.C., EACH WAY AT CENTER OF CONCRETE THICKNESS
- UNDISTURBED NATIVE GRADE OR CERTIFIED COMPACTED BACKFILL TO SCARIFY AND COMPACT SUBGRADE TO 95% UNDER SIDEWALK
- 4" CMB OVER NATIVE GRADE



CONCRETE WALK PAVEMENT  
SCALE: NTS

EXHIBIT "C"  
NO SCALE

ALL DETAILS TO BE MAINTAINED  
BY CITY

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