

**LANDMARK SIGN MAINTENANCE AGREEMENT
WITH THE CASTROVILLE COMMUNITY SERVICES DISTRICT**

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 Castroville Community Services District; hereinafter referred to as "CCSD" and collectively referred to as "PARTIES".

1. The PARTIES hereto mutually desire to identify the maintenance responsibilities of CCSD for newly constructed or revised improvements within STATE's right of way by Cooperative Agreement(s) number _____ dated _____, and Permit Number _____.
2. This Agreement addresses CCSD responsibility for the Castroville Arch LANDMARK SIGN, including landmark structure, signage, lighting, standards, footings/foundations, banner arms, and other related appurtenances (collectively the "LANDMARK SIGN") placed within State Highway right of way on State Route 183, as shown on Exhibit A, attached to and made a part of this Agreement.
3. Maintenance responsibilities that includes, but is not limited to, inspection, providing emergency repair, replacement, and maintenance, (collectively hereinafter "MAINTAIN/MAINTENANCE") of LANDMARK SIGN as shown on said Exhibit "A."
4. 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 then current edition of the State Maintenance Manual.
5. When a planned future improvement is constructed and/or a minor revision has been effected with STATE's consent or initiation within the limits of the STATE's right of way herein described which affects PARTIES' division of maintenance responsibility as described herein, PARTIES will agree upon and execute a new dated and revised Exhibit "A" which will be made a part hereof and will thereafter supersede the attached original Exhibit "A" to thereafter become a part of this Agreement.
 - 5.1. The new exhibit can be executed only upon written consent of the PARTIES hereto acting by and through their authorized representatives. No formal amendment to this Agreement will be required.
6. CCSD agrees, at CCSD expense, to do the following:

- 6.1. CCSD may install, or contract, authorizing a licensed contractor with appropriate class of license in the State of California, to install and thereafter will MAINTAIN LANDMARK SIGN conforming to those plans and specifications (PS&E) approved by STATE.
- 6.2. CCSD will submit the final form of the PS&E, prepared, stamped and signed by a licensed professional engineer, for LANDMARK SIGN to STATE's District Permit Engineer for review and approval and will 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 LANDMARK SIGN work must meet STATE's applicable standards.
 - 6.2.1. CCSD contractors will be required to obtain an Encroachment Permit prior to the start of any work within STATE's right of way.
 - 6.2.2. An Encroachment Permit rider may 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
- 6.3. CCSD shall ensure that LANDMARK SIGN areas designated on Exhibit "A" are provided with adequate scheduled routine MAINTENANCE necessary to MAINTAIN a neat and attractive appearance during the entire life of this Agreement.
 - 6.3.1. To expeditiously MAINTAIN, replace, repair or remove from service any LANDMARK SIGN system component that has become unsafe or unsightly.
- 6.4. To furnish electricity for LANDMARK SIGN and lighting system controls for all associated street lighting systems installed by CCSD.
- 6.5. CCSD shall ensure LANDMARK SIGN within the Agreement limits will provide for the repair and removal of dirt, debris, graffiti, weeds, and any deleterious item or material on or about the LANDMARK SIGN in an expeditious manner.
- 6.6. To repair or replace any STATE facilities damaged or disturbed by CCSD maintained facilities related to the LANDMARK SIGN.
- 6.7. CCSD shall remove LANDMARK SIGN, whenever, in the opinion of the STATE, it creates a maintenance or operational concern. In the event the CCSD fails to remove MONUMENT in a timely manner, STATE may remove MONUMENT thirty (30) days following written notification to CCSD and bill the CCSD for all costs of removal and restoration of the area.

- 6.8. CCSD shall remove LANDMARK SIGN 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.
7. STATE may provide CCSD with timely written notice of unsatisfactory conditions that require correction by the CCSD. However, the non-receipt of notice does not excuse CCSD from maintenance responsibilities assumed under this Agreement.
8. STATE shall Issue encroachment permits to CCSD and CCSD contractors at no cost to them.
9. LEGAL RELATIONS AND RESPONSIBILITIES:
- 9.1. Nothing within the provisions of this Agreement is intended to create duties or obligations to or rights in third parties not party to this Agreement, or affect the legal liability of either PARTY to this Agreement by imposing any standard of care respecting the design, construction and maintenance of these STATE highway improvements or CCSD facilities different from the standard of care imposed by law.
- 9.2. If during the term of this Agreement, CCSD should cease to MAINTAIN the LANDMARK SIGN to the satisfaction of STATE as provided by this Agreement, STATE may either undertake to perform that MAINTENANCE on behalf of CCSD at CCSD's expense or direct CCSD to remove or itself remove LANDMARK SIGN at CCSD's sole expense and restore STATE's right of way to its prior or a safe operable condition. CCSD hereby agrees to pay said STATE expenses, within thirty (30) days of receipt of billing by STATE. However, prior to STATE performing any MAINTENANCE or removing LANDMARK SIGN, STATE will provide written notice to CCSD to cure the default and CCSD will have thirty (30) days within which to affect that cure.
- 9.3. Neither CCSD 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 arising under this Agreement. It is understood and agreed that STATE shall fully defend, indemnify and save harmless CCSD 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, tortious, 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 with the exception of those actions of STATE necessary to cure a noticed default on the part of CCSD .

9.4. 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 CCSD under or in connection with any work, authority or jurisdiction arising under this Agreement. It is understood and agreed that CCSD 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, tortious, contractual, inverse condemnation or other theories or assertions of liability occurring by reason of anything done or omitted to be done by CCSD under this Agreement.

9.5. PREVAILING WAGES:

9.5.1. 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. CCSD 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. CCSD agrees to include prevailing wage requirements in its contracts for public works. Work performed by CCSD's own forces is exempt from the Labor Code's Prevailing Wage requirements.

9.5.2. Requirements in Subcontracts - CCSD 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 CCSD's contracts.

10. INSURANCE¹ - CCSD 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.

10.1. ~~SELF-INSURED²~~ - CCSD is self-insured. CCSD agrees to deliver evidence of self-insured coverage providing general liability insurance, coverage of bodily injury liability and property damage liability, naming STATE, its officers, agents

Commented [LBB1]: CCSD to confirm they are self-insured, if so CT will edit accordingly per footnotes

¹ Delete if self-insured

² Delete if not self-insured

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 certification of self-insurance letter ("Letter of Self-Insurance"), satisfactory to STATE, certifying that CCSD meets the coverage requirements of this section. This Letter of Self-Insurance shall also identify the LANDMARK SIGN location as depicted in EXHIBIT A. CCSD shall deliver to STATE the Letter of Self-Insurance with a signed copy of this AGREEMENT. A copy of the executed Letter of Self-Insurance shall be attached hereto and incorporate as Exhibit B.

10.2. SELF-INSURED³ using Contractor - If the work performed under this AGREEMENT is done by CCSD's contractor(s), CCSD shall require its contractor(s) 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 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.

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

12. 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 & 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.

³ Delete if not self-insured

March 11, 2022
Castroville Arch LANDMARK SIGN Project
Mon-183-9,46

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

THE CASTROVILLE COMMUNITY
SERVICES DISTRICT

STATE OF CALIFORNIA
DEPARTMENT OF TRANSPORTATION

By: _____
President of the Board

Initiated and Approved

By: _____
District Manager

By: _____
Deputy District Director
Maintenance District

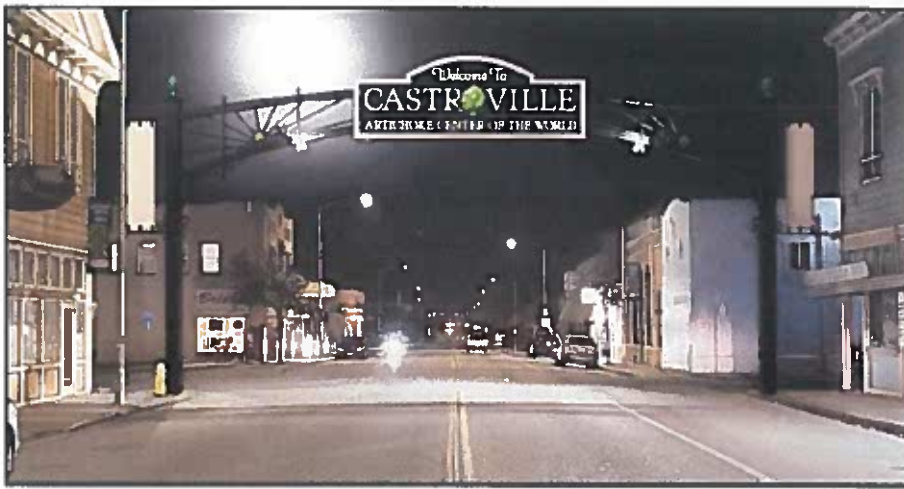
ATTEST:

By: _____
Secretary to the Board

By: _____
District Attorney

EXHIBIT A

(Plan map identifying the applicable STATE Route and CCSD facilities)



(Placeholder for Plan sheets)

EXHIBIT D

Caltrans - District 5

_____20__

50 Higuera Street
San Luis Obispo, CA 93401

ATTN: Berkeley Lindt – Senior Maintenance Engineer

Castroville Community Services District
Department of Finance

RE: Statement of Self Insurance for Castroville Community Services District Related to LANDMARK SIGN Maintenance Agreement with State of California Department of Transportation ("STATE") for the Landmark Sign along Highway 183 at PM 9.46

Dear Berkeley,

The purpose of this letter is to certify that the CCSD is self-insured and self-funded covering third-party claims arising out of its general operations (for example, commercial general liability and automobile liability insurance). Further the CCSD 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 CCSD appropriates funds specifically to satisfy valid third-party claims and workers' compensation claims, which may be brought against the CCSD.

The CCSD certifies its self-insured, general liability coverage for bodily injury liability and property damage liability, meets the required coverage amounts in section 10 (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 CCSD 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 inquires through my office.

Sincerely,

FINANCE MANAGER