

**AGREEMENT FOR OUTFALL DRAINAGE STRUCTURES MAINTENANCE  
WITHIN STATE HIGHWAY RIGHT OF WAY  
ON ROUTE 99 WITHIN THE COUNTY OF BUTTE**

THIS AGREEMENT is made effective this 29<sup>th</sup> day of January, 2016, by and between the State of California, acting by and through the Department of Transportation, hereinafter referred to as "STATE" and the City of Chico; hereinafter referred to as "CITY" and collectively referred to as "PARTIES".

**SECTION I**

**RECITALS**

1. PARTIES desire to work together to allocate their respective obligations relative to newly constructed or revised improvements within STATE's right of way by Permit Number 0315-6DM0398.
2. This Agreement addresses CITY responsibility for the culverts, wingwalls, headwalls, rock slope protection of three outfall drainage structures (collectively the "STRUCTURES") placed within State Highway right of way on State Route 99, 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. In consideration of the mutual covenants and promises herein contained, CITY and STATE agree as follows:
  - 3.1. 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 STRUCTURES as shown on said Exhibit A.
  - 3.2. 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' 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. 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.

4. CITY agrees, at CITY expense, to do the following:
  - 4.1. CITY may install, or contract, authorizing a licensed contractor with appropriate class of license in the State of California, to install and thereafter will MAINTAIN (Section 27 of the Streets and Highways Code) STRUCTURES conforming to those plans and specifications (PS&E) pre-approved by STATE.
  - 4.2. CITY will submit the final form of the PS&E, prepared, stamped and signed by a licensed civil engineer, for STRUCTURES 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 STRUCTURES must meet STATE's applicable standards.
  - 4.3. CITY shall ensure that STRUCTURES areas designated on Exhibit A are provided with adequate scheduled routine MAINTENANCE necessary to MAINTAIN a neat and attractive appearance.
  - 4.4. 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.
  - 4.5. CITY contractors will be required to obtain an Encroachment Permit prior to the start of any work within STATE's right of way.
  - 4.6. To remove STRUCTURES 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.
  - 4.7. To inspect STRUCTURES on a regular monthly basis and after each major storm to ensure the safe operation and condition of the STRUCTURES.
  - 4.8. To expeditiously MAINTAIN, replace, repair or remove from service any STRUCTURES system component that has become unsafe.
  - 4.9. To MAINTAIN all STRUCTURES within the Agreement limits of the STATE highway right of way, as shown on Exhibit A. MAINTENANCE includes, but is not limited to, concrete repair, schedule routine inspection, culvert cleaning, repair of any deficiencies observed, and the removal of dirt, debris, graffiti, weeds, and any deleterious item or material on or about STRUCTURES or the STRUCTURES in an expeditious manner.
  - 4.10. To allow random inspection of STRUCTURES, by a STATE representative.
  - 4.11. To keep the entire outfall area policed and free of litter and deleterious material.

- 4.12. All work by or on behalf of CITY will be done at no cost to STATE.
5. STATE agrees to do the following:
  - 5.1. May 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.
  - 5.2. Issue encroachment permits to CITY and CITY contractors at no cost to them.
6. LEGAL RELATIONS AND RESPONSIBILITIES:
  - 6.1. 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 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 CITY facilities different from the standard of care imposed by law.
  - 6.2. If during the term of this Agreement, CITY should cease to MAINTAIN the STRUCTURES to the satisfaction of STATE as provided by this Agreement, STATE may either undertake to perform that MAINTENANCE on behalf of CITY at CITY's expense or direct CITY to remove or itself remove STRUCTURES at CITY's sole expense and restore STATE's right of way to its prior or a safe operable condition. CITY 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 STRUCTURES, STATE will provide written notice to CITY to cure the default and CITY will have thirty (30) days within which to affect that cure.
  - 6.3. 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 arising 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, 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.
7. PREVAILING WAGES:
  - 7.1. 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.

7.2. 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.

8. INSURANCE :

8.1. 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.

8.2. 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 \$2 million per occurrence and \$2 million in aggregate and \$5 million in excess liability. 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.

9. 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.

10. 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.

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

THE CITY OF CHICO

STATE OF CALIFORNIA  
DEPARTMENT OF TRANSPORTATION

By: Mark Orme  
Mark Orme, City Manager

MALCOLM DOUGHERTY  
Director of Transportation

ATTEST:

By: Deborah R. Presson  
Deborah R. Presson, City Clerk

By: Amarjeet S. Benipal  
Amarjeet S. Benipal, District 3 Director

APPROVED AS TO FORM

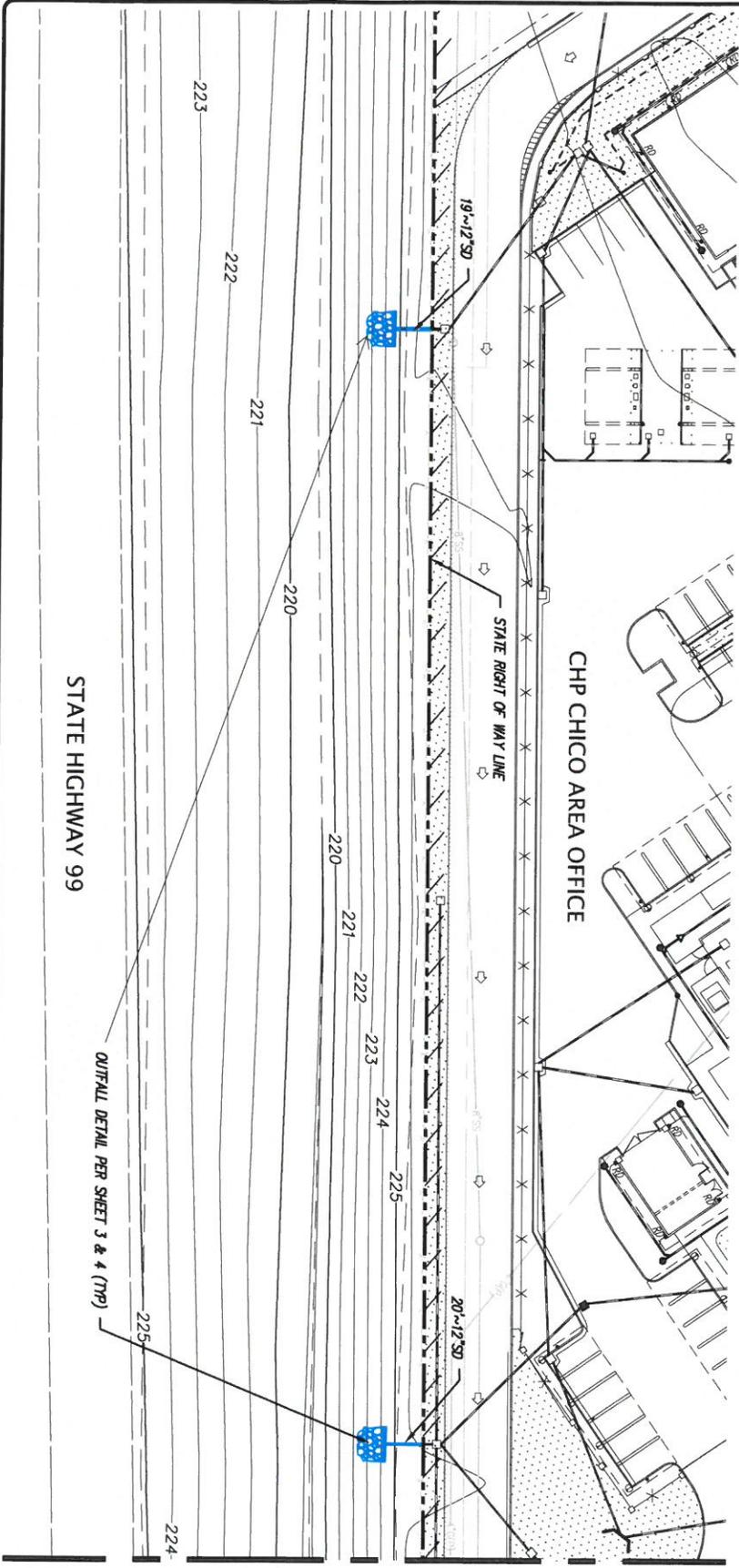
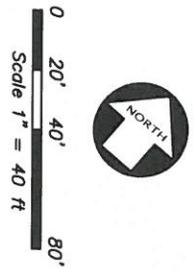
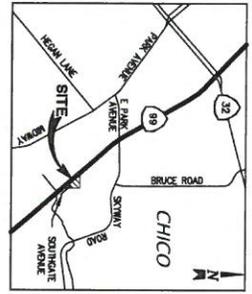
By: Vincent C. Ewing  
Vincent C. Ewing, City Attorney

Authorized pursuant to Resolution No. 34-15  
2015-2016 City of Chico Annual Budget  
Policy No. G.6.b.

**LEGEND**

 TO BE MAINTAINED BY CITY AT CITY EXPENSE

**BUT 99 - POST MILE 29.367-29.6  
ENCROACHMENT PERMIT NO. 0315-6DM0398**



MATCH LINE - SEE SHEET 2

STATE HIGHWAY 99

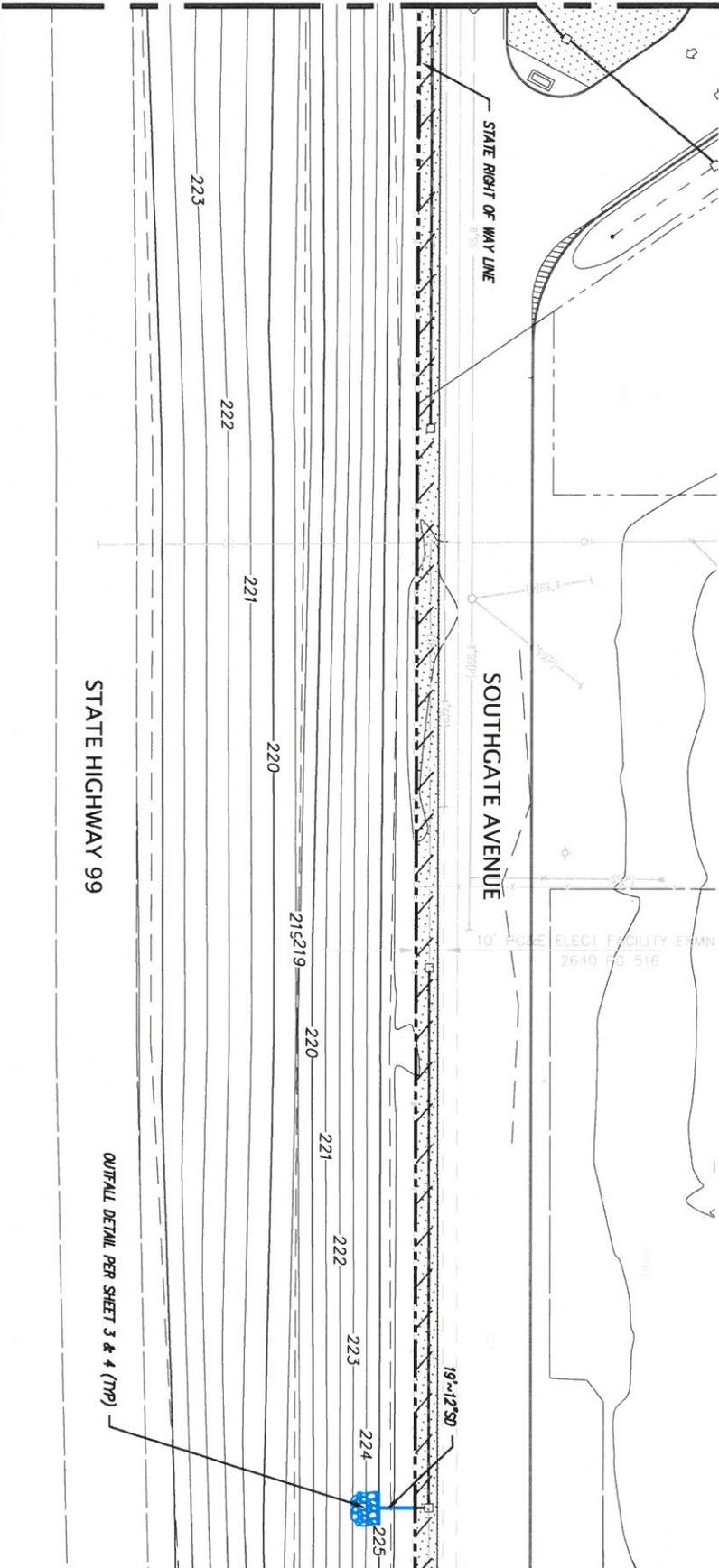
OUTFALL DETAIL PER SHEET 3 & 4 (TRP)

 **KIER & WRIGHT**  
CIVIL ENGINEERS & SURVEYORS, INC.  
2850 Collier Canyon Road Phone (925) 245-8788  
Livermore, California 94551 Fax (925) 245-8796

**CHP CHICO AREA OFFICE #241**  
CALTRANS LANDSCAPE MAINTENANCE AGREEMENT  
EXHIBIT A  
CHICO CALIFORNIA

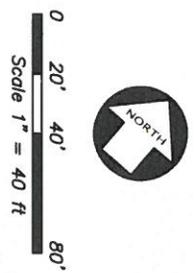
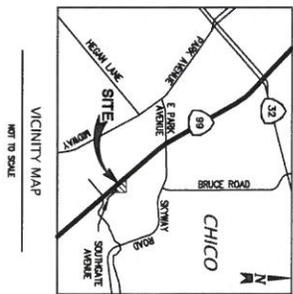
SCALE	1"=40'
DATE	MAY, 2015
JOB NO.	A13712
SHEET	1 OF 4

MATCH LINE - SEE SHEET 1



**LEGEND**  
 TO BE MAINTAINED BY CITY AT CITY EXPENSE

**BUT 99 - POST MILE 29.367-29.6 ENCROACHMENT PERMIT NO. 0315-6DM0398**



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 CALTRANS LANDSCAPE MAINTENANCE AGREEMENT  
 EXHIBIT A  
 CHICO CALIFORNIA

SCALE	1"=40'
DATE	MAY, 2015
JOB NO.	A13712
SHEET	2 OF 4



