

**PROJECT SPECIFIC MAINTENANCE AGREEMENT  
WITH ORANGE COUNTY SANITATION DISTRICT (OCSAN)**

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 ORANGE COUNTY SANITATION DISTRICT, hereinafter referred to as "OCSAN"; and collectively referred to as "PARTIES".

SECTION I

RECITALS

1. Whereas, OCSAN is engaged in Project No. 5-67 to rebuild the Bay Bridge Pump Station currently located at 300 East Coast Highway in the City of Newport Beach (the "PROJECT"). The PROJECT will construct a pump station facility adjacent to the existing facility and dual force mains encased in a reinforced concrete pipe, undercrossing East Coast Highway and the Newport Bay.
2. The PARTIES hereto mutually desire to identify the maintenance responsibilities of OCSAN for the improvements of PROJECT constructed within the STATE right of way under the Permit Number 12-19-N-LC-0815. This Agreement addresses OCSAN responsibility for the drainage pipes, reinforced concrete pipes, high density polyethylene pipes, retaining wall, curb and gutter, sidewalk, hardscape, and landscaping, placed within STATE right of way on State Route 1 PM 18-18.4, as shown on Exhibit A, attached to and made a part of this Agreement.

NOW THEREFORE, IT IS AGREED AS FOLLOWS:

SECTION II

AGREEMENT

1. Exhibit A consists of plan drawings, and Exhibits B delineates infrastructure and describes the areas within STATE right of way which are the responsibility of the OCSAN 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 and B by a mutual written execution of the Exhibits.
3. OCSAN must obtain the necessary Encroachment Permits from STATE's District 12 Encroachment Permit Office prior to entering STATE right of way to perform OCSAN maintenance responsibilities. This permit will be issued at no cost to OCSAN.

4. RETAINING WALLS - OCSAN is responsible for debris removal, cleaning and painting to keep OCSAN's side of any wall structure or column, shown on Exhibit A, free of debris, dirt, and graffiti.
5. LANDSCAPED AREAS - OCSAN is responsible for the maintenance of any plantings or other types of roadside improvements of PROJECT, shown on Exhibit A lying outside of the fenced area restricting walk on access to the freeway including but not limited to curb and gutter, sidewalk, and hardscape.
6. UNDERGROUND PIPES: OCSAN is responsible for the maintenance of REINFORCED CONCRETE PIPES, AIR RELEASE VALVE and HIGH-DENSITY POLYETHYLENE PIPES identified in Exhibit A.

## 7. LEGAL RELATIONS AND RESPONSIBILITIES

- 7.1. 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.
  - 7.2. Neither OCSAN 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 OCSAN 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.
  - 7.3. 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 OCSAN under or in connection with any work, authority or jurisdiction conferred upon OCSAN under this Agreement. It is understood and agreed that OCSAN 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 OCSAN under this Agreement.
8. \*STATE shall remove Persons Experiencing Homelessness (PEH) and any structures, personal property, debris, and/or other items related to the encampment from the

Location(s) shown in Exhibit A, subject to STATE's Encampment Removal policy, MPD 1001 R1 and applicable State and Federal law.

Nothing in this Agreement grants or waives the right of California Highway Patrol (CHP) and other law enforcement agencies having jurisdiction over the Locations in shown in Exhibit A.

9. OC SAN shall engage in weed abatement operations. LOCAL AGENCY shall control weeds at a level acceptable to STATE. Any weed control performed by chemical weed sprays (herbicides) shall comply with all laws, rules, and regulations established by California Department of Food and Agriculture. All chemical spray operations shall be reported quarterly (form LA17) to STATE via the STATE's Landscape Specialist, Maintenance Support, Caltrans District Office 1750 E 4<sup>th</sup> Street Suite 100 Santa Ana, CA 92705.
10. OC SAN's graffiti removal shall be limited to removal of text only in accordance with Streets and Highway Code Section 96. Any graffiti that in any way resembles a mural, artwork, paintings, or other similar elements may not be removed. LOCAL AGENCY shall discuss such possible art with STATE's District 12 Transportation Art Coordinator before conducting any graffiti removal or remediation.  
10.1.

#### 11. PREVAILING WAGES:

- 11.1. 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. OCSAN 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. OCSAN agrees to include prevailing wage requirements in its contracts for public works. Work performed by OCSAN'S own forces is exempt from the Labor Code's Prevailing Wage requirements.
- 11.2. Requirements in Subcontracts - OCSAN 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 OCSAN's contracts.

#### 12. INSURANCE:

12.1. SELF-INSURED - OCSAN is self-insured. OCSAN 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 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 OCSAN meets the coverage requirements of this section. This Letter of Self-Insurance shall also identify the PROJECT location as depicted in EXHIBITS A. OCSAN 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.

12.2. SELF-INSURED using Contractor - If the work performed under this AGREEMENT is done by OCSAN's contractor(s), OCSAN 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.

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

14. 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.

[SIGNATURE PAGE FOLLOWS]

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

ORANGE COUNTY SANITATION  
DISTRICT

STATE OF CALIFORNIA  
DEPARTMENT OF TRANSPORTATION

By: \_\_\_\_\_  
Ryan P. Gallagher  
Board Chairperson

TONY TAVARES  
Director of Transportation

ATTEST:

By: \_\_\_\_\_  
ROBERTA C. HETTICK, P.E.  
Deputy District Director  
Maintenance District

By: \_\_\_\_\_  
Kelly A. Lore, MMC  
Clerk of the Board

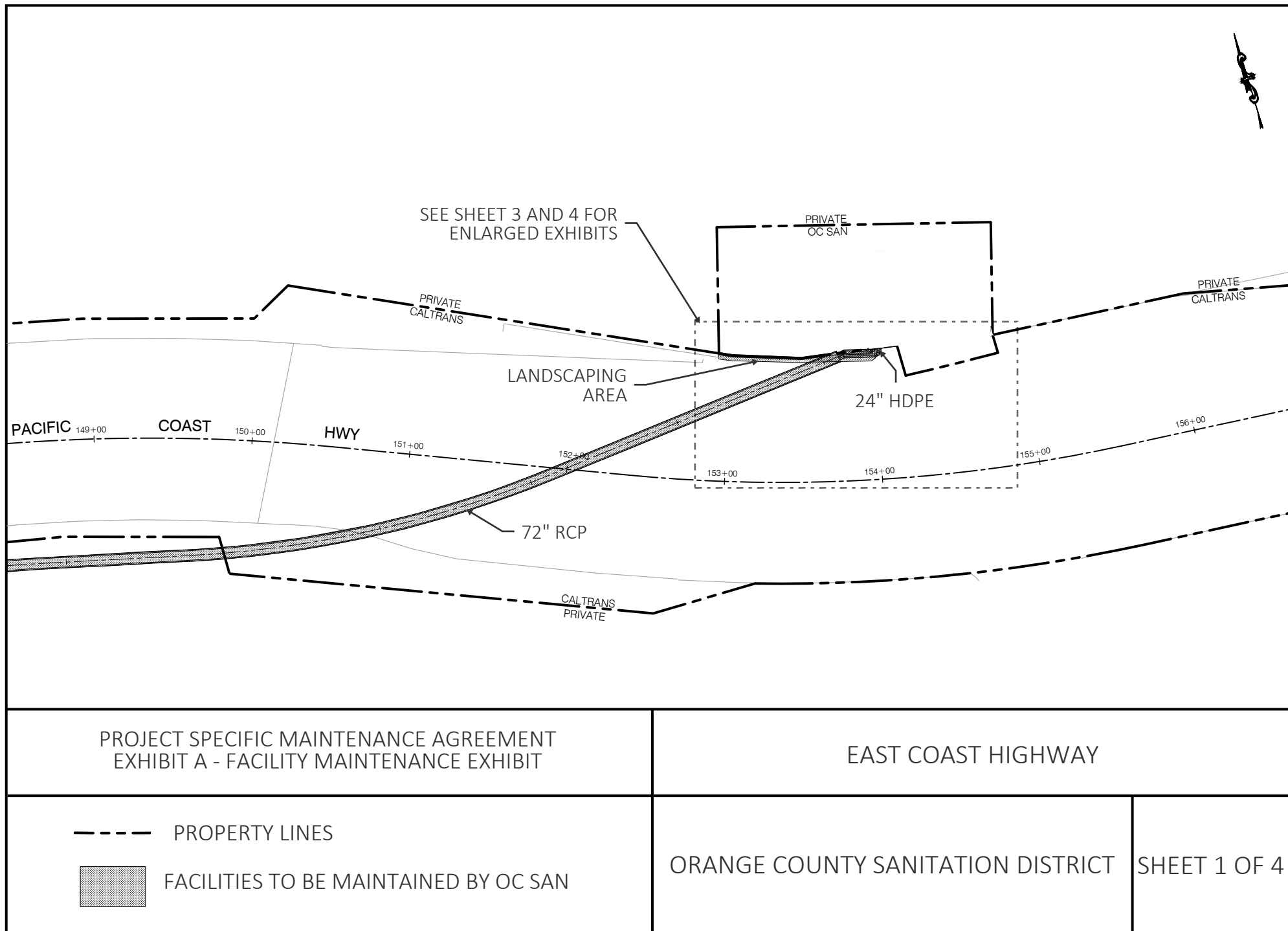
By: \_\_\_\_\_  
Scott C. Smith  
General Counsel

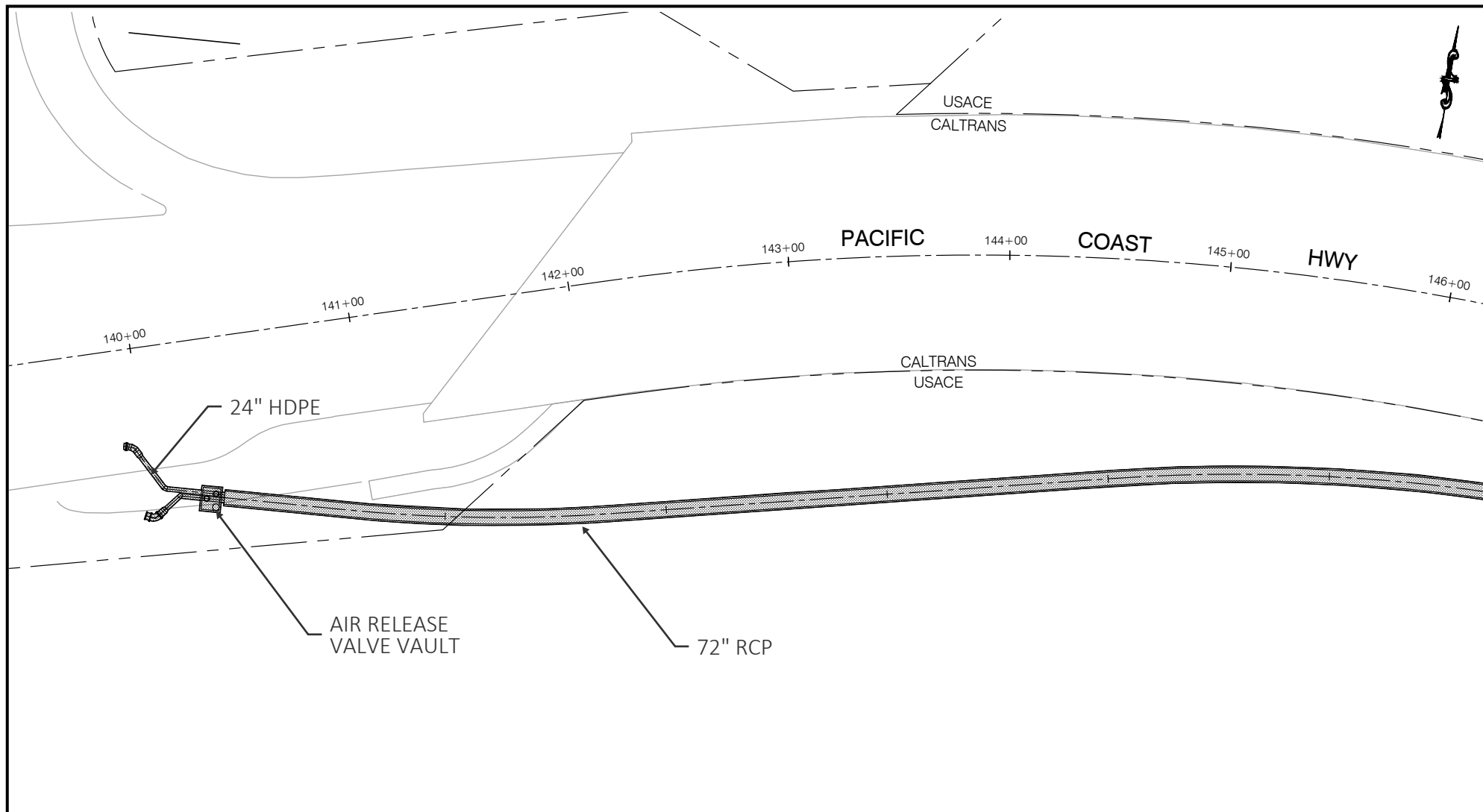
As to Form and Procedure:

By: \_\_\_\_\_  
Attorney  
Department of Transportation

## **EXHIBIT A**

(Plan map identifying the applicable STATE Right of Way and OCSAN  
property(ies) and facilities)





PROJECT SPECIFIC MAINTENANCE AGREEMENT  
EXHIBIT A - FACILITY MAINTENANCE EXHIBIT

WEST COAST HIGHWAY

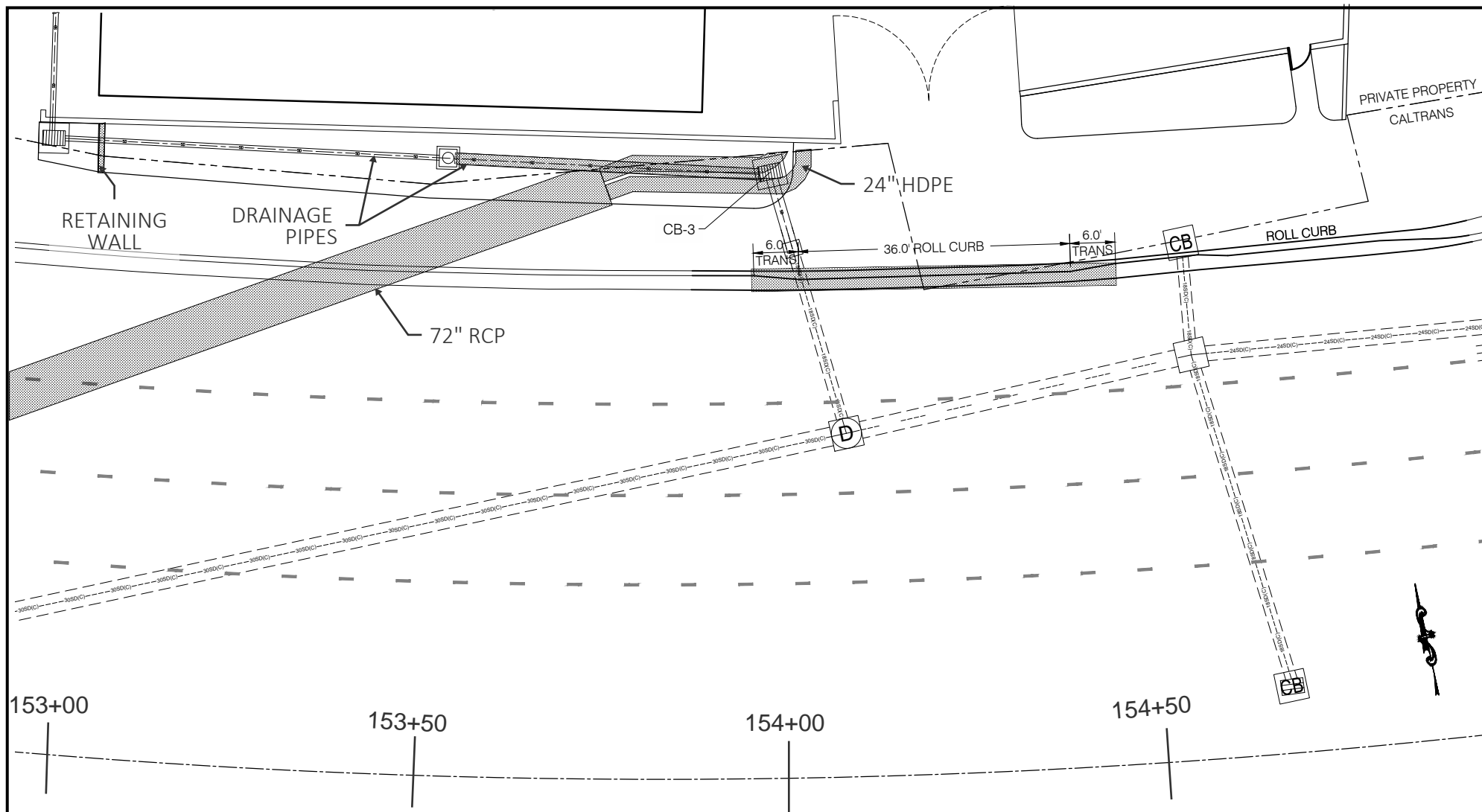
--- PROPERTY LINES



FACILITIES TO BE MAINTAINED BY OC SAN

ORANGE COUNTY SANITATION DISTRICT

SHEET 2 OF 4



PROJECT SPECIFIC MAINTENANCE AGREEMENT  
EXHIBIT A - FACILITY MAINTENANCE EXHIBIT

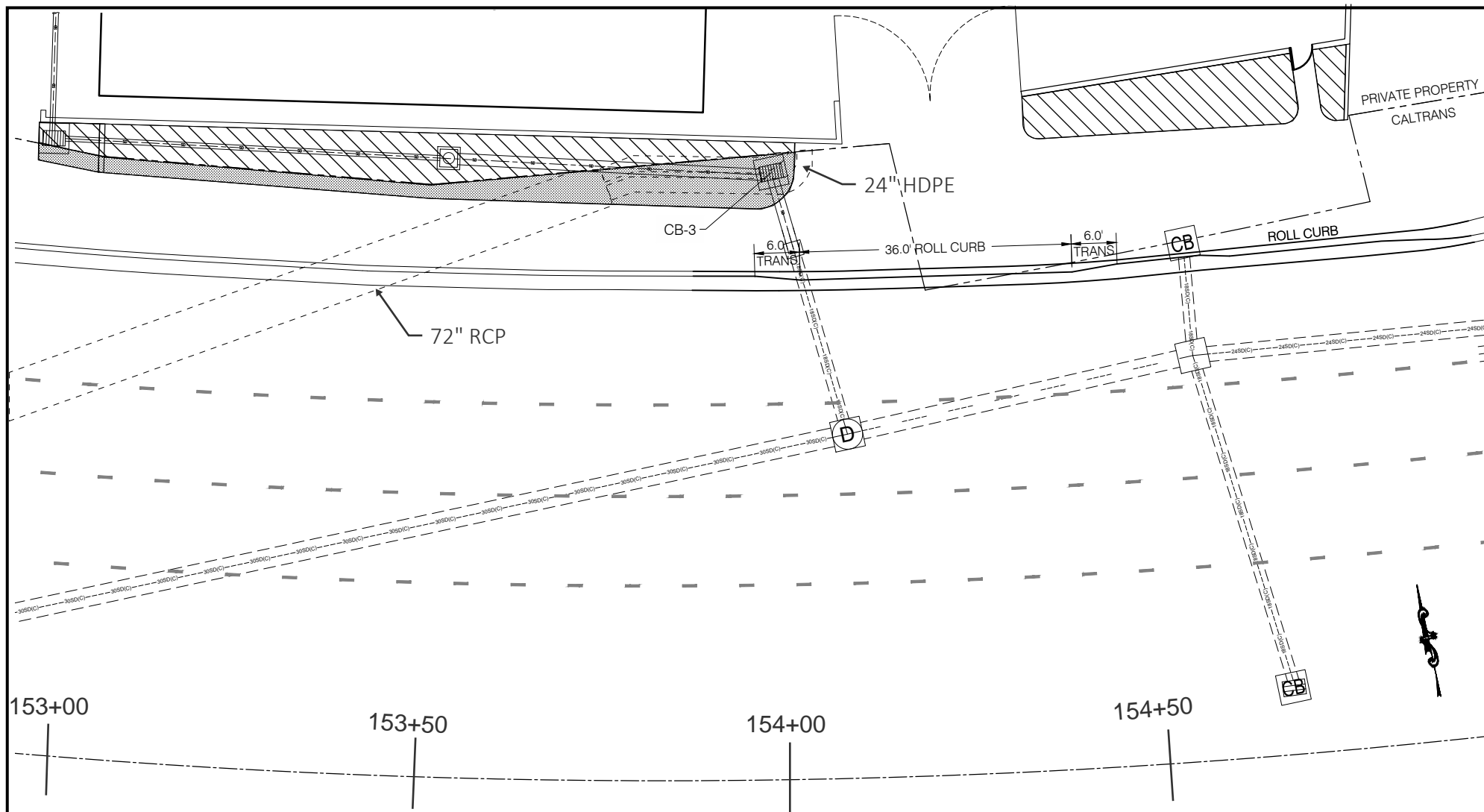
ENLARGED EXHIBIT FOR HARDSCAPE AND UTILITIES



RCP PIPES, HDPE PIPES, RETAINING WALL,  
DRAINAGE PIPES, ROLL CURB AND  
GUTTER TO BE MAINTAINED BY OC SAN

ORANGE COUNTY SANITATION DISTRICT

SHEET 3 OF 4



PROJECT SPECIFIC MAINTENANCE AGREEMENT  
EXHIBIT A - FACILITY MAINTENANCE EXHIBIT

ENLARGED EXHIBIT FOR LANDSCAPING



LANDSCAPING AREA TO BE MAINTAINED  
BY OC SAN (WITHIN OC SAN PROPERTY)



LANDSCAPING AREA TO BE MAINTAINED  
BY OC SAN (WITHIN CALTRANS ROW)

ORANGE COUNTY SANITATION DISTRICT

SHEET 4 OF 4

August 19, 2024

CALTRANS DISTRICT 12  
1750 E. 4<sup>TH</sup> STREET, SUITE 100  
SANTA ANA, CA 92705  
ATTN: Sarah Rodriguez

Department of Finance

RE: Statement of Self Insurance for the Orange County Sanitation District  
Related to Project Specific Maintenance Agreement with State of California  
Department of Transportation ("STATE") for the Bay Bridge Pump Station  
Replacement Project and related facilities along Highway 1 at PM 18-18.4.

Dear Sarah Rodriguez

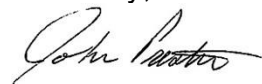
The purpose of this letter is to certify that the OC SAN is self-insured and self-funded covering third-party claims arising out of its general operations (for example, commercial general liability and automobile liability insurance). Further the OC SAN is self-insured covering workers' compensation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

The OC SAN certifies its self-insured, general liability coverage for bodily injury liability and property damage liability, meets the required coverage amounts in section 11 (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 OC SAN 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,



John Preston  
Risk Management/Financial Services Consultant  
OC San

Serving:

Anaheim

Brea

Buena Park

Cypress

Fountain Valley

Fullerton

Garden Grove

Huntington Beach

Irvine

La Habra

La Palma

Los Alamitos

Newport Beach

Orange

Placentia

Santa Ana

Seal Beach

Stanton

Tustin

Villa Park

County of Orange

Costa Mesa  
Sanitary District

Midway City  
Sanitary District

Irvine Ranch  
Water District

Yorba Linda  
Water District