

**ATTACHMENT 2**

**PROJECT SPECIFIC MAINTENANCE AGREEMENT  
FOR PEDESTRIAN/BIKE PATH IN THE CITY OF CALISTOGA**

THIS AGREEMENT is made effective this \_\_\_\_\_ day of \_\_\_\_\_, 201\_, by and between the State of California, acting by and through the Department of Transportation, hereinafter referred to as "STATE" and the CITY of CALISTOGA; hereinafter referred to as "CITY" and collectively referred to as "PARTIES".

**SECTION I**

**RECITALS:**

1. WHEREAS, in accordance with the said Encroachment Permit (Permit No. 0418-6MC1753), it is that prior to or upon construction of a pedestrian/bike path ("PATH") completion, CITY and STATE will enter into a Maintenance Agreement, and
2. WHEREAS, the PARTIES hereto mutually desire to identify the maintenance responsibility, as defined in Section 27 of the California Street and Highways Codes, and their respective responsibilities as to PATH constructed within State right of ways.

NOW THEREFORE, IT IS AGREED AS FOLLOWS:

**SECTION II**

**AGREEMENT:**

3. 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.
4. If there is mutual agreement on the change in the maintenance duties between PARTIES, the PARTIES can revise the Exhibit A by a mutual written-execution of the exhibit
5. CITY must obtain the necessary Encroachment Permits from STATE's District \_\_\_ 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.
6. HEADWALL/SITE RETAINING WALLSOUNDWALLS-
  - 6.1. CITY will maintain, at CITY'S expense, the entire structure of the headwall/site retaining wall.
  - 6.2. CITY is responsible for debris removal, cleaning and painting to keep CITY 's side of any headwall/site retaining wall structure free of debris, dirt, and graffiti.
7. LANDSCAPED AREAS - CITY is responsibility for the maintenance of any plantings or other types of roadside development lying outside of the area reserved for exclusive State Route use.

8. PEDESTRIAN/BICYCLE PATHS - CITY will maintain, at CITY expense, a safe facility for pedestrian/bicycle travel along the entire length of the path by providing sweeping and debris removal when necessary; and all signing and striping and pavement markings required for the direction and operation of that non-motorized facility. If constructed as permitted encroachments within STATE's right of way, permittee is solely responsible for all path improvements, all fences, guard railing, drainage facilities, slope and structural adequacy of any pedestrian/bicycle path located and constructed within STATE's right of way.
9. SIGNS – CITY shall maintain CITY installed Pathway signs placed or immediately adjacent to PATH for the purpose of warning or regulating PATH traffic.

#### 10. LEGAL RELATIONS AND RESPONSIBILITIES

10.1. 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.

10.2. 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.

10.3. 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.

#### 11. PREVAILING WAGES:

11.1. 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.

11.2. 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.

11. SELF-INSURED - CITY is self-insured. CITY agrees to deliver evidence of self-insured coverage providing general liability insurance, 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 in a form satisfactory to STATE, along with a signed copy of the Agreement.

12. 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.

13. 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 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 CALISTOGA

STATE OF CALIFORNIA  
DEPARTMENT OF TRANSPORTATION

By: \_\_\_\_\_  
Mayor Canning

By: \_\_\_\_\_  
MALCOLM DOUGHERTY  
Director of Transportation

Initiated and Approved

By: \_\_\_\_\_  
City Manager, Dylan Feik

By: \_\_\_\_\_  
Deputy District Director  
Maintenance District

ATTEST:

By: \_\_\_\_\_  
City Clerk

As to Form and Procedure:

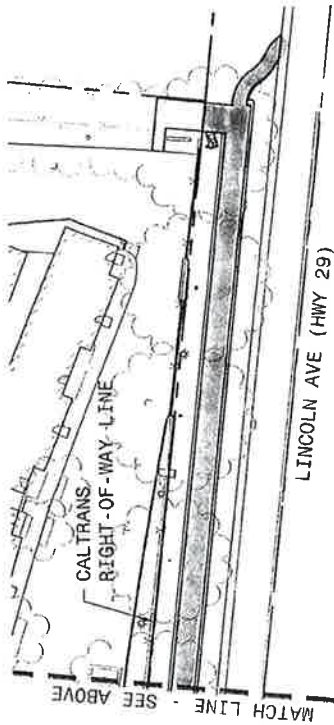
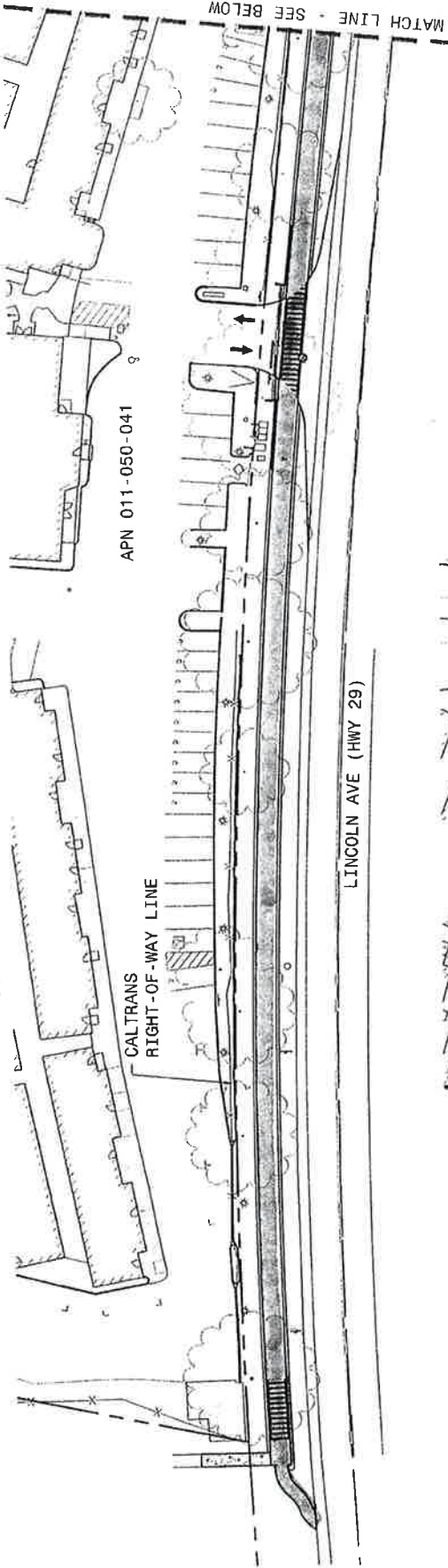
By: \_\_\_\_\_  
City Attorney

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

(Plan map identifying the applicable STATE Route and CITY/COUNTY road(s) and facilities)







**EXHIBIT A**

**VINE TRAIL PATHWAY**  
**CALISTOGA MOTOR LODGE AND SPA**  
**CITY OF CALISTOGA, CALIFORNIA**  
**JANUARY 2019**

PREPARED BY



**BKF**  
 ENGINEERS / SURVEYORS / PLANNERS  
 200 4TH ST. STE. 300 SANTA ROSA, CA 95401  
 (707) 583-8500 FAX: (707) 583-8539

JOB NO. 20159038 SHEET 1 OF 1 SHEETS