

**PROJECT SPECIFIC MAINTENANCE AGREEMENT
WITH COUNTY OF MONTEREY**

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 County of Monterey; hereinafter referred to as "COUNTY"; and collectively referred to as "PARTIES."

SECTION I

RECITALS

1. The PARTIES hereto mutually desire to identify the maintenance responsibilities of COUNTY for newly constructed or revised improvements within STATE's right of way by Expenditure Authorization (EA) Number 05-1H650.
2. This Agreement addresses COUNTY's responsibility for the benches, bike racks, rock blankets outside State right of way, any COUNTY proposed red curb markings and green pavement markings, (collectively the "CONTEXT SENSITIVE SOLUTIONS") placed within State Highway right of way on State Route 183, as shown on Exhibit A, attached and incorporated by this reference.
3. The PARTIES hereto mutually desire to identify the maintenance responsibilities of COUNTY for the improvements of PROJECT constructed within the STATE right of way by EA Number 05-1H650.

NOW THEREFORE, IT IS AGREED AS FOLLOWS:

SECTION II

AGREEMENT

1. Maintenance responsibilities that include, but are not limited to, inspection, providing emergency repair, replacement, and maintenance, (collectively hereinafter "MAINTAIN/MAINTENANCE") of CONTEXT SENSITIVE SOLUTIONS as shown on said Exhibit "A."
2. 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 State Maintenance Manual.

3. Exhibit A consists of plan drawings that delineate and describe the areas within STATE right of way which are the responsibility of the COUNTY to maintain in accordance with this Agreement.
4. When a planned future improvement is constructed and/or a minor revision has been effected with the STATE's consent or initiation within the limits of the STATE's right of way herein described which affects the PARTIES' division of maintenance responsibility as described herein, the 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. COUNTY must obtain the necessary Encroachment Permits from STATE's District 5 Encroachment Permit Office prior to entering STATE right of way to perform COUNTY's maintenance responsibilities. This permit will be issued at no cost to COUNTY.
6. COUNTY agrees, at COUNTY's expense, to do the following:
 - 6.1. COUNTY may maintain, or have a licensed contractor with appropriate class of license in the State of California, maintain CONTEXT SENSITIVE SOLUTIONS conforming to the plans and specifications (PS&E) prepared by STATE.
 - 6.2. COUNTY shall ensure that CONTEXT SENSITIVE SOLUTIONS 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. COUNTY shall expeditiously MAINTAIN, replace, repair or remove from service any IMPROVEMENTS that have become unsafe or unsightly.
 - 6.4. COUNTY is solely responsible for maintaining green bicycle lane delineation within the STATE's right of way, as shown on Exhibit A. COUNTY will maintain, at COUNTY's expense, all green pavement markings. COUNTY is responsible for the replacement of green pavement markings when pavement preservation measures are made by STATE.
 - 6.5. COUNTY shall ensure CONTEXT SENSITIVE SOLUTIONS within the Agreement limits provide an acceptable walking and riding surface and will provide for the repair and removal of dirt, debris, graffiti, weeds, and any deleterious item or material on or about the CONTEXT SENSITIVE SOLUTIONS in an expeditious manner.

6.6. COUNTY shall MAINTAIN all parking, curb markings or use restriction signs encompassed within the area of the CONTEXT SENSITIVE SOLUTIONS.

6.7. COUNTY shall remove CONTEXT SENSITIVE SOLUTIONS 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. Unsheltered Encampments. STATE shall remove Persons Experiencing Homelessness (PEH) and any structures, personal property, debris, and/or other items related to the encampment from the locations shown in Exhibit A, subject to STATE's Maintenance Policy Directive 1001 R1, as amended, 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 as shown on Exhibit A.

8. STATE may provide COUNTY with timely written notice of unsatisfactory conditions that require correction by the COUNTY. However, the non-receipt of notice does not excuse COUNTY from maintenance responsibilities assumed under this Agreement.

9. STATE shall issue encroachment permits to COUNTY at no cost to them.

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 COUNTY 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 COUNTY and 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 COUNTY under or in connection with any work, authority or jurisdiction conferred upon COUNTY under this Agreement. It is understood and agreed that COUNTY 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 COUNTY under this Agreement.

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

11.2. Requirements in Subcontracts - COUNTY 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 COUNTY's contracts.

12. **INSURANCE** - COUNTY 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, \$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. COUNTY'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.

October 31, 2025

05-5-HB09

Mon-183-R8.3/9.9

County of Monterey – Castroville Complete Streets Project – 05-1 H650

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.

October 31, 2025

05-5-HB09

Mon-183-R8.3/9.9

County of Monterey – Castroville Complete Streets Project – 05-1H650

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

COUNTY OF MONTEREY
Department of Public Works, Facilities
and Parks (PWFP)

STATE OF CALIFORNIA
DEPARTMENT OF TRANSPORTATION

By: _____
Randell Y. Ishii, MS, PE, TE, PTOE
Director of PWFP

By: _____
Aaron Henkel
Deputy District Director
Maintenance District 5

Date: _____

Date: _____

Approved as to Form:

Office of the County Counsel
Susan K. Blitch, County Counsel

By: _____
Mary Grace Perry
Deputy County Counsel

Date: Nov. 17, 2025

Approved as to Indemnity/Insurance Provisions:

Office of the County Counsel-Risk Management
Susan K. Blitch, County Counsel

By: _____
David Bolton
Risk Manager

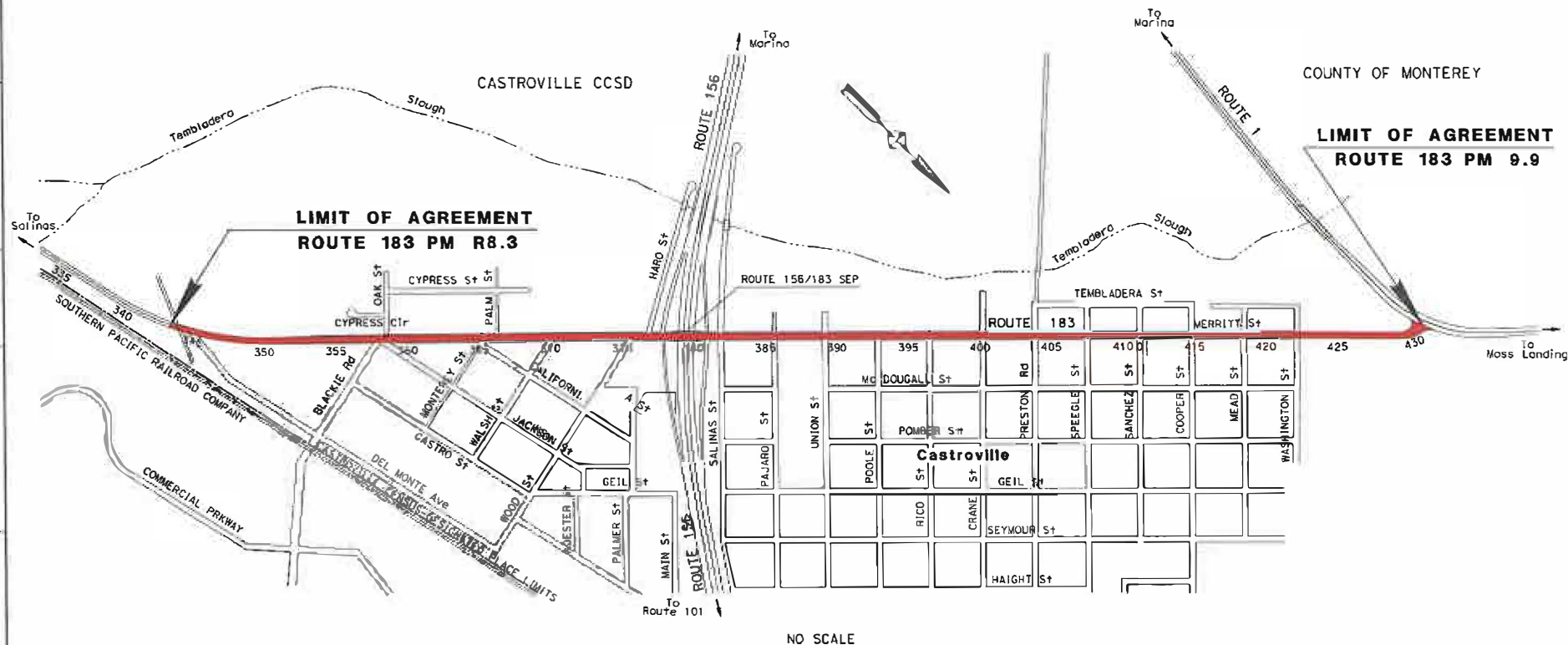
Date: 11/20/25

EXHIBIT A

(Plan map identifying the applicable STATE Routes (Freeway proper) and
COUNTY road(s) and facilities)

Dist	COUNTY	ROUTE	POST MILES TOTAL PROJECT	SHEET No.	TOTAL SHEETS
05	MON	183	R8.3/9.9	1	3

		CALCULATED, DESIGNED BY	HELEN Y. SONG	REVISED BY	
		CHECKED BY	BERNIELEY LINDT	DATE REVISED	



NO SCALE

STATE OF CALIFORNIA - DEPARTMENT OF TRANSPORTATION	FUNCTIONAL SUPERVISOR	CALCULATED, DESIGNED BY	HELEN Y. SONG	REVISED BY
CDOTrans MAINTENANCE DESIGN		CHECKED BY	BERNIELEY LINDT	DATE REVISED

FEATURES MAINTAINED BY COUNTY



TYPICAL DETAILS FOR PARKING RESTRICTION SIGNS



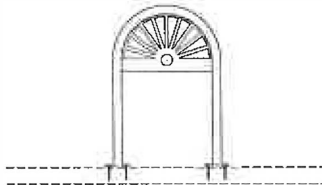
TYPICAL DETAILS FOR BICYCLE METHYL METHACRYLATE PAINT PAVEMENT MARKING (GREEN)

STATE OF CALIFORNIA - DEPARTMENT OF TRANSPORTATION	FUNCTIONAL SUPERVISOR	CALCULATED-DESIGNED BY	HELEN Y. SONG	REVISOR	DATE
Caltrans MAINTENANCE DESIGN		CHECKED BY	BERNIE LYND	DATE	REVISED

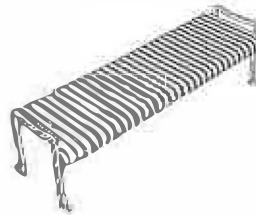
DIST	COUNTY	ROUTE	POST MILES TOTAL PROJECT	SHEET NO.	TOTAL SHEETS
05	MON	183	R8.3/9.9	2	3

PROJECT SPECIFIC MAINTENANCE AGREEMENT WITH THE COUNTY OF MONTEREY

FEATURES MAINTAINED BY COUNTY



TYPICAL DETAILS
FOR BIKE RACK



TYPICAL DETAILS
FOR BENCH (TYPE-A)



TYPICAL DETAILS
FOR BENCH (TYPE-B)