

36228

**LANDSCAPE MAINTENANCE AGREEMENT
WITH THE CITY OF LONG BEACH**

THIS AGREEMENT is made effective this 17 day of March, 2022 by and between the State of California, acting by and through the Department of Transportation, hereinafter referred to as "STATE" and the CITY of Long Beach; hereinafter referred to as "CITY" and collectively referred to as "PARTIES".

1. The PARTIES hereto mutually desire to identify the maintenance responsibilities of CITY for newly constructed or revised improvements within STATE's right of way by Cooperative Permit Number 07-21-6-CD-0675.
2. This Agreement addresses CITY responsibility for the Landscaping with associated irrigation placed within State Highway right of way on State Route 1, as shown on Exhibit A, attached to and made a part of this Agreement.
3. This Agreement addresses CITY maintenance responsibilities that include, but are not limited to, inspection, providing emergency repair, replacement, and maintenance, of LANDSCAPING 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. CITY agrees, at CITY expense, to do the following:
 - 6.1. 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 LANDSCAPING conforming to those plans and specifications (PS&E) pre-approved by STATE.

- 6.2. CITY will submit the final form of the PS&E, prepared, stamped and signed by a licensed landscape architect, for LANDSCAPING 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 LANDSCAPING must meet STATE's applicable standards.
 - 6.2.1. CITY 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. CITY shall ensure that LANDSCAPED areas designated on Exhibit "A" are provided with adequate scheduled routine MAINTENANCE necessary to MAINTAIN a neat and attractive appearance including providing for water, and fertilizer necessary to sustain healthy plant growth during the entire life of this Agreement.
 - 6.3.1. To prune shrubs, tree plantings, and trees to control extraneous growth and ensure STATE standard lines of sight to signs and corner sight distances are always maintained for the safety of the public.
 - 6.3.2. To replace unhealthy or dead plantings when observed or within 30 days when notified in writing by STATE that plant replacement is required.
 - 6.3.3. To expeditiously MAINTAIN, replace, repair, or remove from service any LANDSCAPING system component that has become unsafe or unsightly.
- 6.4. To furnish electricity for irrigation system controls, and lighting system controls for all street lighting systems installed by CITY.
- 6.5. To MAINTAIN, repair and operate the irrigation systems in a manner that prevents water from flooding or spraying onto STATE highway, spraying parked and moving automobiles, spraying pedestrians on public sidewalks/bike paths, or leaving surface water that becomes a hazard to vehicular or pedestrian/bicyclist travel.
- 6.6. To control weeds at a level acceptable to the STATE. Any weed control performed by chemical weed sprays (herbicides) shall comply with all laws, rules, and regulations established by the California Department of Food and Agriculture. All chemical spray operations shall be reported quarterly (Form

LA17) to the STATE to: District 7 Maintenance at 100 S. Main Street. Los Angeles, CA 90012.

- 6.7. CITY shall ensure LANDSCAPING 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 LANDSCAPING in an expeditious manner.
- 6.8. To MAINTAIN all parking or use restrictions signs encompassed within the area of the LANDSCAPING.
- 6.9. To remove LANDSCAPING 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 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.
8. STATE shall Issue encroachment permits to CITY and CITY 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 CITY facilities different from the standard of care imposed by law.
 - 9.2. If during the term of this Agreement, CITY should cease to MAINTAIN the LANDSCAPING 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 LANDSCAPING 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 LANDSCAPING, STATE will provide written notice to CITY to cure the default and CITY will have thirty (30) days within which to affect that cure.

9.3. 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 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 CITY 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 CITY.

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 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.

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. 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 works. Work performed by CITY's own forces is exempt from the Labor Code's Prevailing Wage requirements.

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

10. INSURANCE- CITY 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-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 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 CITY meets the coverage requirements of this section. This Letter of Self-Insurance shall also identify the location as depicted in EXHIBIT A. CITY 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-INSURED using Contractor - If the work performed under this AGREEMENT is done by CITY's contractor(s), CITY 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 CITY'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.

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

THE CITY OF LONG BEACH

STATE OF CALIFORNIA
DEPARTMENT OF TRANSPORTATION

TOKS OMISHAKIN
Director of Transportation

By: *Linda F. Iatunjer*
Thomas B. Modica
City Manager

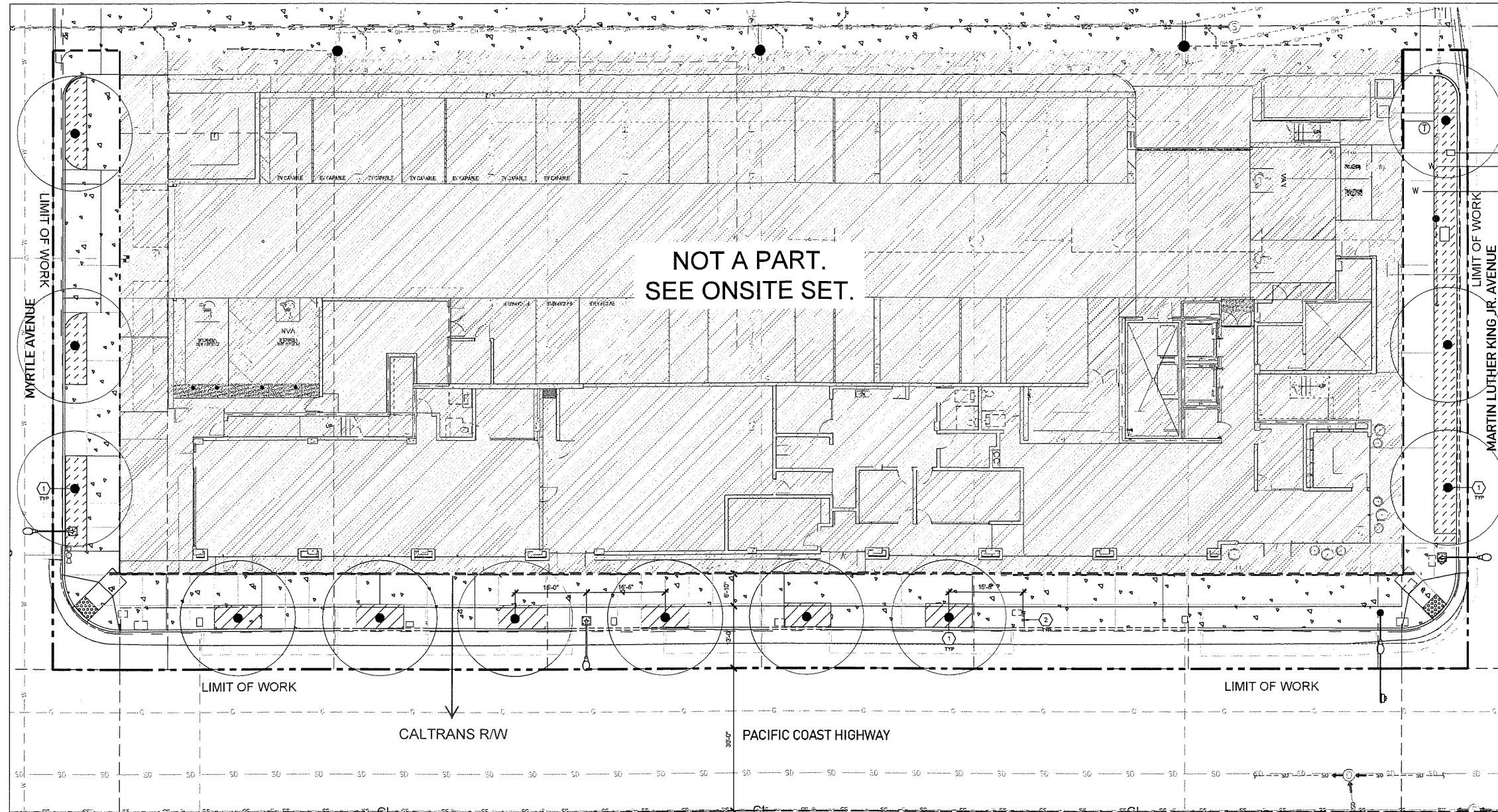
By: *Godson Okereke*
Godson Okereke
Deputy District Director
Division of Maintenance District 07

**EXECUTED PURSUANT
TO SECTION 301 OF
THE CITY CHARTER.**

APPROVED AS TO FORM

January 7, 2022
CHARLES PARKIN, City Attorney

By: *Erin Weesner-McKinley*
ERIN WEESNER-MCKINLEY
DEPUTY CITY ATTORNEY



RECEIVED
March 11, 2021
OFFICE OF PERMITS

TREE LEGEND

SYMBOL	BOTANICAL NAME / COMMON NAME	SIZE	QTY*	REMARKS	DETAIL	WALCOLS	PLANT FACTOR
●	TRISTANIA CONFERTA BRISBANE BOX	24" BOX	12	STANDARD	1, 3 /SHT. 9	M	0.5

SHRUB LEGEND

SYMBOL	BOTANICAL NAME / COMMON NAME	SIZE	QTY*	REMARKS	DETAIL	WALCOLS	PLANT FACTOR
▨	DIANELLA REVOLUTA 'LITTLE REV' LITTLE REV FLAX LILY	5 GAL.	86	24" O.C.	2 /SHT. 9	L	0.2
▨	LOMANDRA LONGIFOLIA 'BREEZE' DWARF MAT RUSH	5 GAL.	133	30" O.C.	2 /SHT. 9	L	0.2

PLANTING PLAN KEYNOTES

- 1 ALL NEW TREES TO HAVE LINEAR ROOT BARRIERS, UNLESS OTHERWISE NOTED. SEE DETAIL 3, SHT. 9
 - 2 EXISTING BUS STOP AND SIGNAGE TO REMAIN.
- SEE SHEET 9 OF 12 FOR PLANTING DETAILS

- NOTES:**
- CLIMATE ZONE - 24 (SUNSET WESTERN GARDEN BOOK)
 - PLANT QUANTITIES LISTED ARE FOR REFERENCE ONLY.
 - IT IS THE RESPONSIBILITY OF THE LANDSCAPE CONTRACTOR TO QUANTIFY ALL PLANT MATERIALS AS SHOWN ON PLANS
 - WALCOLS (WATER USE CLASSIFICATIONS OF LANDSCAPE SPECIES) RATINGS SHOWN HEREON ARE FOR REGION 3 - SOUTH COASTAL SPECIFICATIONS
 - ALL PLANTER POTS SHALL BE FILLED WITH CONTAINER MIX PER SPECIFICATIONS
 - ALL PLANTER AREAS SHALL RECEIVE GROUNDCOVER MULCH PER SPECIFICATIONS
 - ALL AGAVES TO KEEP CLEAR FROM PAVING EDGES

REV. NO.	DATE	DESCRIPTION



LANDSCAPE PLANTING PLAN

NO. R-
JOB NO.
SHEET **8** OF **15**
DRAWING NO.

GRAPHIC SCALE: 1" = 6'

FIELD BOOK PAGE

CITY OF LONG BEACH
CERTIFICATE OF SELF-INSURANCE

**With respect to:**

(Agreement Titles/Programs and subject/location) California Department of Transportation ("Caltrans") Cooperative Permit Number 721-6CD-0675 titled "Landscape Maintenance Agreement with City of Long Beach" with respect to 901-945 Pacific Coast Highway

City of Long Beach Program Coordinator Annie Abuana, Senior Engineering Tech II Phone (562) 570-6342

Between the City of Long Beach and

Certificate Holder: State of California, California Department Transportation, 100 S. Main St., Los Angeles, CA 90012
 (Name and Location)

Contact Person Thao Tran, P.E., Office of Permits Phone (213) 897-1295

Copy to: thao.tran@dot.ca.gov or State of California, California Department Transportation, Office of Permits, 100 S. Main St., Los Angeles, CA 90012

Type of Coverage: Commercial general liability equivalent in scope to CG 00 01 with limits of \$1,000,000 per occurrence and \$2,000,000 in aggregate; Commercial automobile liability equivalent in scope to CA 00 01 with limits of \$1 million combined single limit covering Symbol 1 ("All autos"); Excess liability with limits of \$5 million per claim and in aggregate; Statutory workers' compensation with employer's liability with limits of \$1 million per accident or occupational illness

This coverage will terminate upon completion or satisfaction of the requirements of said Agreement or Program or may be terminated sooner in accordance with the terms of said Agreement or Program upon thirty (30) days written notice to the Certificate Holder.

If any of the coverages described in this Certificate are changed or withdrawn, the City of Long Beach will mail the Certificate Holder thirty (30) days prior written notice to Certificate Holder by registered mail, but failure to mail such notice shall impose no obligation or liability of any kind upon the City of Long Beach, its officials, agents or employees.

This Certificate of Self-Insurance is issued as a matter of information only and confers no rights upon the Certificate Holder. This Certificate does not amend, extend or alter the coverage evidenced herein.

Additional Interest: *The State of California, California Department of Transportation, and their officers, agents, and employees* are additional covered interests as per the attached endorsement.

For further information or in the event of a claim, contact:

City of Long Beach
 Attn: Risk Management
 411 West Ocean Blvd., 10th Floor
 Long Beach, CA 90802
 (562) 570-6745
 (562) 570-5375 (fax)

Cert. No. 2021-027C

This voids and supersedes Cert. No. 2021-022C.

Certified by:

Joleen Richardson, ARM, CSP
 Risk Manager

Coverage period: Jan. 1, 2021 – Dec.31, 2022

Date issued: May 13, 2021

CITY OF LONG BEACH
ADDITIONAL COVERED INTEREST ENDORSEMENT
 TO CERTIFICATE NO. 2021-027C



Additional Covered Interests:

The State of California, California Department of Transportation, and their officers, agents, and employees

With Respect to (Agreement or Program):

California Department of Transportation ("Caltrans") Cooperative Permit Number **721-6CD-0675** titled "Landscape Maintenance Agreement with City of Long Beach" with respect to 901-945 Pacific Coast Highway"

The additional interest coverage provided by this endorsement applies only with respect to liability arising out of activities of the City of Long Beach with respect to the above described Agreement or Program, provided that such liability is due to the sole negligence of the City. In no event shall this endorsement extend the limits provided in the certificate of self-insurance, or amend the coverage provided in the certificate of self-insurance except as to the additional interest coverage stated herein.

Certified by:

Joleen Richardson, ARM, CSP
 Risk Manager

Coverage Period*: 01/01/2021 – 12/31/2022

**unless coverage is terminated sooner pursuant to the terms and conditions of the Agreement or Program.*

Endorsement no. 2021-027E

Date issued

May 13, 2021

This voids and supersedes End. No. 2021-022E.